CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING

WEDNESDAY, MAY 27, 2026 AT 6:00 PM

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

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

CITY MANAGER
Raul Alvarez

CITY TREASURER
David Matanga

CITY ATTORNEY
Arnold M. Alvarez-Glasman

CITY CLERK
Christopher Jimenez

DEPARTMENT HEADS

Assistant City Manager	Angelica Palmeros
Fire Chief	Fernando Pelaez
Police Chief	Luis Lopez
Director of City Clerk Services	Kimberly Guillen
Director of Finance	Michael Solorza
Director of Human Resources	Ramon Figueroa
Director of Planning/Community Development	Joseph Palombi
Director of Public Works	Cesar Roldan
Director of Recreation and Community Services	David Sosnowski
Director of Transportation	John Soria

NOTICES

This City Council Meeting ("Council") will be held in person and will meet at **City Hall – City Council Chambers, 1600 West Beverly Boulevard, Montebello, California.** The meeting will be live streamed and can be watched on the City's website and YouTube Channel via the following link: https://www.montebelloca.gov, and may also be viewed on Spectrum Public Access Channel 3 for all Spectrum cable subscribers.

AMERICANS WITH DISABILITIES ACT: In compliance with the Americans with Disabilities Act (ADA) any person with a disability who requires special accommodations in order to participate in a meeting should contact the Administration Office at (323) 887-1437 Monday-Thursday from 7:30 a.m.-5:30 p.m. Please call 48 hours prior to the meeting to ensure that reasonable arrangements can be made to provide accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II 1203). If you require translation services, please contact the City Clerk's office 72 hours before this meeting. **Si necesita servicios de traducción, comuníquese con la Oficina del Secretario Municipal 72 horas antes de esta reunión.** 如果您需要翻译服务，请在会议前 **72** 小时联系市书记员办公室**.**

RULES OF DECORUM:
Pursuant to Section 54957.95 of the Government Code, the presiding member of the legislative body conducting a meeting, or their designee, is authorized to remove, or cause the removal of, an individual for disrupting the meeting. Any such removal will be preceded by a warning to the disruptive individual by the presiding member of the legislative body or their designee that the individual's behavior is disrupting the meeting and that the individual's failure to promptly cease their disruptive behavior may result in their removal.

PUBLIC COMMENTS:
In-Person: For those interested in participating during the Public Comment period(s) or public testimony period for Public Hearings of the City Council meetings, you may address the City Council ***in person only the day of the meeting***. Speakers will be required to fill out a speaker card provided at the door and submit it to City Clerk staff prior to each Public Comment announcement period. Staff will number and call each speaker card in the order received. ***Closed Session begins at 6:00 p.m. and Regular Session immediately thereafter; if there is no Closed Session, Regular Session will begin at 6:00 p.m.***

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

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

ROLL CALL

ANNOUNCEMENT OF CLOSED SESSION ITEMS

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

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

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
   Government Code Section 54956.9(d)(1)
   Jesus Macias v. City of Montebello
   Los Angeles Superior Court Case No: 25STCV37986

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
   Government Code Section 54956.9(d)(1)
   Hermes Carbajal vs. City of Montebello
   Los Angeles Superior Court Case No. 26STCV02126

3. **CONFERENCE WITH LABOR NEGOTIATORS**
   Government Code Section 54957.6
   Agency Negotiators: Raul Alvarez
   Employee Group: Montebello Police Management Association

4. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
   Government Code Section 59456.9(d)(4)
   Consideration of initiation of litigation in one matter

REGULAR SESSION - 7:00 P.M.

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA - CITY MANAGER

CEREMONIAL ITEMS/PRESENTATIONS

5. CITIZEN OF THE MONTH — LORRAINE RICHARDS

6. CERTIFICATES OF RECOGNITION FOR MONTEBELLO BUS LINES EMPLOYEES PARTICIPATING IN THE 5-STAR, REGIONAL, AND INTERNATIONAL ROADEOS

7. EASTSIDE LIGHT RAIL EXTENSION PRESENTATION

8. PROPOSED FY 2026-27 BUDGET OVERVIEW

9. CAPITAL PROJECTS FY 2026-27 PRESENTATION

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

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

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

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

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

PUBLIC HEARING

10. PUBLIC HEARING - RESIDENTIAL SOLID WASTE COLLECTION AND RECYCLING CHARGES ANNUAL RATE ADJUSTMENT

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a Public Hearing and approve Resolution No. 26-36 establishing the residential solid waste collection and recycling rate for Fiscal Year 2026-27 (Attachment A) per Agreement No. 4279 between the City of Montebello and Arakelian Enterprises (dba Athens Services); and,
2. Direct staff to forward the Resolution to the Los Angeles County Auditor-Controller to place the revised charges on the property tax rolls; and,
3. Take such additional, related action that may be desirable.

REGULAR BUSINESS

11. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 4454 WITH INSIGHT STRATEGIES INC., FOR ORGANIZATIONAL HEALTH AND HIGH-PERFORMANCE ASSESSMENT SERVICES – PHASE II

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 4454 with Insight Strategies, Inc. for a one-year (1-year) term, and increase the total not-to-exceed amount for an additional $49,800, to implement Phase II – Agency Strategic Plan Development and Activation for Montbello Bus Lines (MBL); and
2. Authorize the City Manager to execute Amendment No. 1 on behalf of the City of Montebello; and
3. Authorize the City Manager and/or his designee to approve change orders for up to fifteen percent (15%) or $7,470, of the amended agreement amount; and
4. Amend the Fiscal Year 2025-26 adopted operating budget to increase appropriations by $57,720**,** in Account No. 600-90-900-6040.95 (Transit Fund, Administration, Contract Services - Other Professional Services); and
5. Take such additional, related action as may be desirable.

12. AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4418 TO WEST COAST ARBORISTS, INC. FOR URBAN FOREST MANAGEMENT PLAN GRANT IMPLEMENTATION SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Rescind the prior award of the professional services Agreement No. 4419 to TreePeople, Inc. for Urban Forest Management Plan grant implementation services due to the firm's formal withdrawal from the project; and
2. Award Professional Services Agreement No. 4418 to West Coast Arborists, Inc. in the amount of $597,500 payable from Cal Fire grant funds in Account No. 249-30-320-6040.10 (Cal Fire Urban Forestry Management, Public Works, Trees, Contract Services -utside Contracts); and
3. Authorize the City Manager to execute Professional Services Agreement No. 4418 in good faith; and
4. Take such additional, related action that may be desirable.

CONSENT CALENDAR

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

13. FISCAL YEAR 2026-27 CONFIRMATION OF ANNUAL TAX RATE FOR VOTER APPROVED INDEBTEDNESS

RECOMMENDATION: It is recommended that the City Council:

1. Review and adopt the attached resolution establishing property tax override rates on voter approved indebtedness for retirement expenditures for the Fiscal Year 2026-27; and,
2. Direct staff to forward the resolution to the Los Angeles County Auditor Controller within the required time limit; and
3. Take such additional, related action that may be desirable.

14. AWARD AGREEMENT NO. 4484 TO VOLTAIRE ENGINEERING, INC. FOR CHET HOLIFIELD COMMUNITY GARDEN PROJECT (CP 945)

RECOMMENDATION: It is recommended that the City Council:

1. Award Agreement No. 4484 to Voltaire Engineering, Inc. for the Chet Holifield Community Garden Project (Sign) (CP 945) as the most responsive, responsible bidder for the amount of $342,879 payable from Account No. 221-70-744-6040.10 (Measure A Local, Parks and Recreation, Parks and Rec Capital Projects, Contract Services-Outside Contracts) and Account No. 250-70-744-6040.10 (Park Development, Parks and Recreation, Parks and Rec Capital Projects, Contract Services-Outside Contracts); and
2. Approve a 10% construction contingency in the amount of $34,287; and
3. Amend the Fiscal Year 2025-26 budget by increasing appropriations by $77,166 in Account No. 250-70-744-6040.10 (Park Development, Parks and Recreation, Parks and Rec Capital Projects, Contract Services-Outside Contracts); and
4. Authorize the City Clerk's Office to release all-other bidders' bonds; and
5. Authorize the City Manager to execute the Agreement No. 4484 and all change orders in good faith; and
6. Take such additional, related action that may be desirable.

15. ACCEPTANCE OF RIO HONDO COASTAL SPREADING GROUNDS FENCE REPLACEMENT PROJECT (CP 884) – NOTICE OF COMPLETION

RECOMMENDATION: It is recommended that the City Council:

1. Accept the Rio Hondo Coastal Spreading Grounds Fence Replacement Project (CP 884) as completed by J&A Engineering Corporation; and
2. Approve the final contract amount with J&A Engineering Corporation for the Project in the amount of $1,234,400 including change orders; and
3. Approve the Final Total Project Budget (Attachment A); and

4. Authorize the City Clerk to execute, verify and file the Notice of Completion (Attachment B) with the Los Angeles County Registrar-Recorder; and
5. Authorize the release of the retention payment of $61,720 due to J&A Engineering Corporation following the mandatory waiting period from the date the Notice of Completion is recorded; and
6. Take such additional, related action that may be desirable.

16. AUTHORIZE EXECUTION OF THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA) – REGION 9 ADMINISTRATIVE ORDER ON CONSENT

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the City Manager to sign and execute the Administrative Order on Consent between the Unites States Environmental Protection Agency (EPA) – Region 9 and the City of Montebello; and
2. Take such additional, related action that may be desirable.

17. AUTHORIZE EXECUTION OF AGREEMENT NO. 4417 WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) TO ACCEPT PROPOSITION C FULFILLMENT FUNDS FOR UNPROGRAMMED SURFACE TRANSPORTATION PROGRAM-LOCAL (STP-L) IN THE AMOUNT OF $188,392

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the City Manager to enter into a funding agreement with the Los Angeles County Metropolitan Transportation Authority (LACMTA) to receive Proposition C fulfillment funds for unprogrammed Surface Transporttion Program - Local (STP-L) in the amount of $188,392 and execute any subsequent agreements regarding this grant award; and
2. Find that the Lincoln Street Rehabilitation (Wilcox to 18th Street) Project (CP 946) is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301; and
3. Take such additional, related action that may be desirable.

18. APPROVE SUBMISSION OF AN APPLICATION TO THE STATE OF CALIFORNIA NATURAL RESOURCES AGENCY FOR THE URBAN GREENING GRANT PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Authorize staff to submit an application to the California Natural Resources Agency for the Urban Greening Grant Program to purchase trees; and
2. Authorize the City Manager to sign and execute all applicable documents associated with the submittal process; and
3. Take such additional, related action that may be desirable.

19. APPROVE AMENDMENT NO. 2 TO AGREEMENT NO. 3836 WITH WEST COAST ARBORIST FOR CITYWIDE TREE GRID PRUNING, TREE REMOVALS, TREE PLANTING, AND EMERGENCY SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 2 to Agreement No. 3836 between the City of Montebello and West Coast Arborists to add additional scope of work for the Part-Time Urban Forestry Program Advisor; and
2. Approve an amendment to the adopted Fiscal Year 2025-26 budget by increasing appropriations by $79,000 in Account No. 100-30-320-6040.15 (General Fund, Public Works, Trees, Contract Services - Tree Trimming); and
3. Authorize the City Manager to execute Amendment No. 2 on behalf of the City; and
4. Take such additional, related action that may be desirable.

20. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 4100 WITH STAR-DUST TOURS, INC.FOR CHARTER BUS SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 4100 with Star-Dust Tours, Inc. for an additional one-year term and to increase the annual not-to-exceed amount to $110,000; and
2. Authorize the City Manager to execute Amendment No. 1 on behalf of the City; and
3. Take such additional, related action that may be desirable.

21. APPROVE ISSUING REQUEST FOR PROPOSALS, NO. 26-15 FOR DEMOLITION, ENVIRONMENTAL, REMEDIATION, SITE CLEARANCE AND GRADING SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve issuing Request for Proposals (RFP) No. 26-15 for Demolition, Environmental Remediation, Site Clearance, and Grading (DESG) Services; and
2. Take such additional, related, action as may be desirable.

22. APPROVE INCREASES TO THE NOT-TO-EXCEED AMOUNTS ON BLANKET PURCHASE ORDERS FOR CUMMINS PACIFIC LLC, INLAND KENWORTH INC, MUNCIE RECLAMATION AND SUPPLY COMPANY, RUSH TRUCK CENTERS OF CALIFORNIA INC, AND ZUTRA WATER CORPORATION

RECOMMENDATION: It is recommended that the City Council:

1. Approve increasing the total not-to-exceed (NTE) amount, from $127,320 to $177,320, on the Blanket Purchase Order with Cummins Pacific, LLC (Cummins Pacific), to purchase maintenance-related bus parts, for Fiscal Year 2025-26; and
2. Approve increasing the total NTE amount, from $100,000 to $150,000, on the Blanket Purchase Order with Inland Kenworth, Inc. (Inland Kenworth), to purchase maintenance-related bus parts, for FY 2025-26; and
3. Approve increasing the total NTE amount, from $100,000 to $150,000, on the Blanket Purchase Order with Muncie Reclamation and Supply Company (Muncie), to purchase maintenance-related bus parts, for FY 2025-26; and
4. Approve increasing the total NTE amount, from $100,000 to $150,000, on the Blanket Purchase Order with Rush Truck Centers of California, Inc. (Rush Truck), to purchase maintenance-related bus parts, for FY 2025-26; and
5. Approve increasing the total NTE amount from, $49,000 to $74,000, on the Blanket Purchase Order with Zutra Water Corporation (Zutra Water), to continue providing water delivery services for the City of Montebello for FY 2025-26; and
6. Amend the Fiscal Year 2025-26 adopted operating budget by increasing appropriations by $250,000 in Account No. 600-90-915-6080.50 (Transit, Corporate Shops, Vehicle Maintenance/Expenses Bus Parts) and $25,000 in Account No. 600-90-900-6000.20 (Transit, Administration, Supplies Non-Durable).

23. APPROVE THE EMERGENCY PROCUREMENT OF GENETEC SERVER EQUIPMENT FROM R.L. CONTROLS LLC FOR THE TRANSPORTATION DEPARTMENT

RECOMMENDATION: It is recommended that the City Council:

1. Confirm the emergency procurement of Genetec server equipment from R.L. Controls LLC (R.L Controls) for the Transportation Department (Transportation); and
2. Take such additional, related action as may be desirable

24. APPROVE AGREEMENT NO. 4415 WITH NEW FLYER OF AMERICA, INC. TO PURCHASE NINE, FORTY-FOOT, HEAVY DUTY COMPRESSED NATURAL GAS (CNG) TRANSIT BUSES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Agreement No. 4415 with New Flyer of America, Inc. (New Flyer), to purchase nine (9), forty-foot (40'), Heavy Duty, Compressed Natural Gas (CNG) Transit Buses; using the base pricing and terms established in the Basin Transit / CALACT Contract #23-01 (Cooperative Contract No. 23-01), expiring on July 31, 2026; and

2. Authorize the City Manager and/or his designee to approve change orders for up to two percent (2%) of the total agreement amount; and
3. Amend the Fiscal Year 2025-26 adopted budget to increase appropriations by $2,437,986, in Account No. 600-90-915-6082 (Transit, Corporate Shop, Vehicle Purchases); and
4. Take such additional, related action that may be desirable.

25. APPROVE AGREEMENT NO. 4419 WITH NEW FLYER OF AMERICA, INC. TO PURCHASE THREE, FORTY-FOOT, HEAVY DUTY HYDROGEN FUEL CELL ELECTRIC TRANSIT BUSES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Agreement No. 4419 with New Flyer of America, Inc. (New Flyer), to purchase three (3), forty-foot (40'), Heavy Duty Hydrogen Fuel Cell Electric Buses (FCEBs); and
2. Authorize the City Manager and/or his designee to approve change orders for up to two percent (2%) of the total agreement amount; and
3. Amend the Fiscal Year 2025-26 adopted operating budget to increase appropriations by $801,888, in Account No. 600-90-915-6082 (Transit, Corporate Shop, Vehicle Purchases) ; and
4. Take such additional, related action as may be desirable.

26. APPROVAL OF MINUTES: MAY 13, 2026, CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

27. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 26-34 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED MAY 27, 2026

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 26-34 approving the Warrant Register dated May 27, 2026.

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS
Members will provide a brief report on meetings attended at the expense of the local agency as required by Government Code Section 53232.3(d).

COUNCIL/AGENCY ORALS
Announcements and requests for future agenda items.

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

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on June 10, 2026, at 6:00 p.m.,** which can be live-streamed at https://www.montebelloca.gov (Click on Live Stream).

I, Kimberly Guillen, Director of City Clerk Services for the City of Montebello, hereby certify that a copy of this agenda has been posted on or before **Sunday, May 24, 2026, no later than 6:00 p.m.**



Kimberly Guillen, Director of City Clerk Services

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

Please note, the attached exhibit is a draft version that is to be used for reference purposes only; agenda items, information, and dates are subject to change. The exhibit will be placed at the end of the Agenda Packet.

- **CITY OF MONTEBELLO FORECASTED AGENDA**

ITEM # 10

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: **PUBLIC HEARING - RESIDENTIAL SOLID WASTE COLLECTION AND RECYCLING CHARGES ANNUAL RATE ADJUSTMENT**

DATE: May 27, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Conduct a Public Hearing and approve Resolution No. 26-36 establishing the residential solid waste collection and recycling rate for Fiscal Year 2026-27 (Attachment A) per Agreement No. 4279 between the City of Montebello and Arakelian Enterprises (dba Athens Services); and,
2. Direct staff to forward the Resolution to the Los Angeles County Auditor-Controller to place the revised charges on the property tax rolls; and,
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Agreement No. 4279 between the City and Arakelian Enterprises (dba Athens Services) dictates the terms and conditions whereby residential refuse and recycling services will be provided in the City of Montebello. This agreement took effect February 11, 2025 and was the result of a comprehensive request for proposals process approved by the City Council on May 22, 2024. Direction was provided by the City Council on October 23, 2024 for the City Manager to negotiate an exclusive franchise for residential solid waste and recycling services with Athens Services. The result of the RFP process is Agreement No. 4279.

Among the services that are included in Agreement No. 4279 are Air Quality Management District (AQMD) compliant vehicles; a rate adjustment tied to changes in the Consumer Price Index for Trash and Garbage Collection; standardized automated

cart services for all commodities with at least 75% of collected residential material diverted, recovered, or recycled through the automated cart service; color-coded carts that clearly identify commodities for each cart provided; unlimited bulky item pickups for residential units with a five-item limit per pickup; the collection of abandoned or illegally discarded bulky item waste throughout the City on regular collection days; Citywide Quarterly cleanups; mulch for use in City-owned and/or maintained facilities, parks or common areas, and a minimum of two residential mulch and composting giveaway opportunities for Montebello residents.

The rates not only include services for solid waste and recycling but also green waste and organics collection which will incorporate food scraps and food soiled paper into a combined system which will assist the City in meeting diversion requirements established by the State.

The franchise also includes a sixteen percent (16%) franchise fee paid to the City. The franchise fee will be calculated based on gross receipts and provides revenue to the General Fund.

Residents are assessed the monthly refuse rate as part of the annual property tax billing process through the County of Los Angeles. Staff work with the County of Los Angeles through their “direct assessment” process (i.e., “DA Process”) to place the updated rate on the property tax roll every August.

The monthly rate established for Fiscal Year 2025-26 was $48.30. The reason for that rate was because Agreement No. 4279 was effective February 11, 2025, and the $43.94 per unit per month rate was effective since then. However, new rates can only be placed on the tax roll once per year, which allows for collection by the County and remittance of the revenue to the City through the normal property tax collection process. Therefore, the amount due to Athens from February 11 to June 30, 2025 (i.e., the “uncollected amount”) had to be added to the amount placed on the annual tax roll. Therefore, the monthly per unit amount collected in Fiscal Year 2025-26 was $48.30.

However, per Agreement No. 4279 (Article 7), the $43.94 monthly rate effective February 11, 2025 will not be adjusted until July 1, 2027. The monthly residential rate of $43.94 will remain in effect for the period of July 1, 2026 through June 30, 2027 (Attachment B). This means residents will see a reduction in their monthly refuse rate from $48.30 to $43.94.

BACKGROUND/DISCUSSION:

The previous franchise agreement with Athens Services ended on February 11, 2025. This resulted in the City having to conduct a formal request for proposal for residential solid waste, recycling, and organics collection and processing in order to continue providing essential services to residents and comply with CalRecycle mandated requirements and State legislative enactments. The results of RFP 24-00 resulted in City Council action on October 23, 2024 directing the City Manager to negotiate an exclusive franchise agreement with Athens Services for residential solid waste and recycling services.

The State of California, through the authority of CalRecycle, regulates the operation of solid waste facilities. It is a core value of CalRecycle to manage and mitigate the impacts of solid waste on public health and safety and the environment by enforcing compliance with regulations and state minimum standards through integrated and consistent permitting, inspection, and enforcement efforts. Additionally, the City is required to comply with the requirements of Senate Bill (SB) 1383, which is the most comprehensive change in solid waste regulations since the inception of AB 939 in 1989. To comply with SB 1383, the City, through its franchised waste hauler, is required to ensure that all residents recycle their organic waste.

In addition to including adherence to current State and Federal regulations in the new franchise agreement, expansion of recycling efforts was included (i.e., addition of a "blue cart") as well as community oriented services such as continuation of unlimited bulky item pick-up, collection of bulky illegally dumped items within city limits, quarterly cleanups, mulch for City facilities and parks, and at least two residential mulch and composting giveaways.

The monthly residential refuse rate of $43.94 will be assessed for Fiscal Year 2026-27, and will be effective July 1, 2026.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

The recommended action would set the annual per unit, monthly refuse rate for Fiscal Year 2026-27 (July 1, 2026 through June 30, 2027) at $43.94. Staff will work through the County of Los Angeles' "direct assessment" process to place the per unit, monthly amount on the annual tax roll.

ATTACHMENT(S)

1. ATTACHMENT A - Resolution - Refuse Rate Assessment Update 05_27_2026
2. ATTACHMENT B - Montebello Residential Rate Letter 7.1.26
3. ATTACHMENT C - Public Hearing Notice-Proof of Publication 05_14_2026

RESOLUTION NO. 26-36

A RESOLUTION OF THE CITY OF MONTEBELLO APPROVING A RATE ADJUSTMENT FOR ATHENS SERVICES FOR THE COLLECTION OF RESIDENTIAL WASTE FOR FISCAL YEAR 2026-27 AND FUTURE ADJUSTMENTS CONSISTENT WITH THE FRANCHISE AGREEMENT (AGREEMENT NO. 4279) BETWEEN THE CITY AND ATHENS SERVICES

RECITALS

WHEREAS, the City of Montebello ("City") contracts for residential waste hauling services with Arakelian Enterprises (dba "Athens Services"); and

WHEREAS, Agreement No. 668 and Agreement No. 3740 expired effective February 10, 2025 and as such a new franchise agreement for the provision of residential waste hauling services by Athens Services was approved by the City Council and terms were negotiated in good faith between the City and Athens Services; and

WHEREAS, pursuant to the terms of Agreement No. 4279 ("Agreement"), Athens is entitled to an annual adjustment to the monthly rates to be charged by Athens to residential customers for waste collection services; and

WHEREAS, among other things, the Agreement sets the rates to be charged to residential customers, providing for circumstances under which such rates may be increased; and

WHEREAS, per the Agreement, a request for rate adjustment shall not be deemed as action by the City to establish or set rates, but rather the City's approval is solely required to verify the accuracy and appropriateness of the requested adjustment; and

WHEREAS, the City Council, by approving this resolution, intends to confirm Athens' residential rates for the period of July 1, 2026 through June 30, 2027 and to also confirm adjustment to rates for subsequent years based upon the Consumer Price Index formula consistent with and as set forth in Agreement No. 4279.

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

SECTION 1: That pursuant to Agreement No. 4279, the City Council is to review and consider the request submitted by Athens for an annual rate adjustment for monthly waste service charges for residential customers. On April 27, 2026, Athens submitted a request for approval for a rate adjustment for the period of July 1, 2026 through June 30, 2027 (Fiscal Year 2026-27) consistent with the terms of Agreement No. 4279.

SECTION 2: The City Council ratifies the residential solid waste collection fee to be charged by Athens on a monthly basis for each residential customer at the amount of $43.94 per customer per month. The City Council further confirms the formula for annual

rate adjustments for subsequent fiscal years for each residential customer based upon the Consumer Price Index formula consistent with and as set forth in Article 7 of Agreement No. 4279.

SECTION 3: That the City Clerk shall certify the passage and adoption of this resolution and enter into the book of original Resolutions.

SECTION 4: The City Council authorizes the City Clerk to forward this resolution to the Los Angeles County Auditor-Controller for processing this rate adjustment and to be placed upon the tax collection rolls for residential waste customers within the City of Montebello.

APPROVED AND ADOPTED THIS 27TH DAY OF MAY 2026.

_____
Georgina Tamayo, Mayor

ATTEST: **APPROVED AS TO FORM:**

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

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 26-36 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 27th day of May, 2026 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

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

DATE: _____ _____
Christopher Jimenez, City Clerk

April 27, 2026

City of Montebello
Attn: Michael Solorza
1600 W. Beverly Blvd.
Montebello, CA 90640

Re: Residential Contract Rate for July 1, 2026 through June 30, 2027

Dear Mr. Solorza,

Per the Agreement between Arakelian Enterprises, Inc. (dba Athens Services) and the City of Montebello, the starting customer monthly rate for this new contract is a gross rate of $43.94, effective February 11, 2025.

Per Article 7 of the agreement, the first annual adjustment to the maximum rates does not take effect until July 1, 2027. As a result, Athens is not requesting a rate adjustment at this time to the current maximum rates. The monthly gross customer rate of $43.94 will remain in effect for the period of July 1, 2026 through June 30, 2027.

Please feel free to contact me directly at (626) 255-6174 with any questions. We look forward to continuing to provide exceptional service to the residents of Montebello.

Sincerely,

Christian Warner

Christian Warner
SVP of Market Intelligence & Contract Compliance

Cc: Jeff Camera, President, MCA Consultants

MONTEBELLO NEWS

This space for filing stamp only

1007 N SEPULVEDA BLVD STE 1357, MANHATTAN BEACH, CA 90266
Telephone (323) 556-5720 / Fax (213) 835-0584
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SAMANTHA NEVAREZ
CITY OF MONTEBELLO/CITY CLERK (LEAD)
1600 W. BEVERLY BLVD
MONTEBELLO, CA - 90640

WWA#: 4042575

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of LOS ANGELES) ss

Notice Type: HRG - NOTICE OF HEARING

Ad Description:
Public Hearing Notice - Refuse Rate Assessment - 05.27.2026

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the MONTEBELLO NEWS, a newspaper published in the English language in the city of MONTEBELLO, county of LOS ANGELES, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of LOS ANGELES, State of California, under date 01/13/1995, Case No. BS031004. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

05/14/2026

Executed on: 05/14/2026
At Los Angeles, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Signature

* A 0 0 0 0 0 0 7 4 0 0 4 1 9 *
Email

CITY OF MONTEBELLO
PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that the City Council of the City of Montebello will hold a Public Hearing in the Council Chamber of the Montebello City Hall, 1600 West Beverly Boulevard, Montebello, California, on **Wednesday, May 27, 2026, at 6:00 p.m**., or as soon as possible thereafter as the matter can be heard, to consider the following:

A revised and updated City residential refuse collection and curbside recycling program collection rate (collectively the "Rate"). The City will consider the adjustment of the Rate as follows as requested by franchisee and authorized by the Residential Waste Collection Agreement:

- Beginning on July 1, 2026, the monthly Rate for services provided under Agreement 4279 between the City and AEI shall be $43.94 per residential customer.
- Beginning on July 1, 2027, and on July 1 of each subsequent year until the Termination Date of Agreement 4279, the Rate for services shall be adjusted in accordance with the then-latest available Consumer Price Index for Trash and Garbage Collection, as more specifically permitted pursuant to Article 7 of Agreement 4279.

For those interested in making public comments, you may address the City Council in person during the public comment period or public testimony period for public hearings by attending the Montebello Council Chambers at 1600 W. Beverly Blvd., Montebello, California on Wednesday, May 27, 2026, at 6:00 p.m. In addition, the City has created an email address ccpubliccomment@montebelloca.gov where the public can submit written public comments no later than **Wednesday, May 27, 2026, at 3:00 p.m**. These comments will not be read aloud but will be entered into the record and submitted to all members of the City Council. The email address for City Council meetings can be located on the City's webpage under the City Clerk tab, https://cityofmontebello.hosted2.civiclive.com/departments/administration/city_clerks_office.

If you challenge the rate adjustment in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council, at, or prior to, the public hearing.

The proposed resolution and other material are available by contacting the City Clerk's Office at 323-887-1359.

Dated: May 11, 2026
Date published: May 14, 2026
Kimberly Guillen
Director of City Clerk Services
5/14/26
WWA-4042575#
MONTEBELLO NEWS

ITEM # 11

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: John Soria, Director of Transportation

SUBJECT: **APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 4454 WITH INSIGHT STRATEGIES INC., FOR ORGANIZATIONAL HEALTH AND HIGH-PERFORMANCE ASSESSMENT SERVICES – PHASE II**

DATE: May 27, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 4454 with Insight Strategies, Inc. for a one-year (1-year) term, and increase the total not-to-exceed amount for an additional $49,800, to implement Phase II – Agency Strategic Plan Development and Activation for Montbello Bus Lines (MBL); and
2. Authorize the City Manager to execute Amendment No. 1 on behalf of the City of Montebello; and
3. Authorize the City Manager and/or his designee to approve change orders for up to fifteen percent (15%) or $7,470, of the amended agreement amount; and
4. Amend the Fiscal Year 2025-26 adopted operating budget to increase appropriations by $57,720**,** in Account No. 600-90-900-6040.95 (Transit Fund, Administration, Contract Services - Other Professional Services); and
5. Take such additional, related action as may be desirable.

FISCAL IMPACT:

The total cost for Amendment No. 1 to Agreement No. 4454 with Insight Strategies is $49,800, with an additional 15% contingency of $7,470, to cover any unforeseen or additional work. Funding for this amendment will be provided by amending the Transportation Department's Fiscal Year 2025–26 adopted operating budget, and increasing appropriations by $57,720, in Account No. 600-90-900-6040.95

(Transit Fund, Administration, Contract Services – Other Professional Services). Table 1 details Agreement No. 4454:

Table 1: Insight Strategies, Inc.

Agreement	Amount	Term of Agreement
Agreement No. 4454	$49,000	January 14, 2026 – June 30, 2026
Amendment No. 1	**$49,800**	July 1, 2026 – June 30, 2027

BACKGROUND/DISCUSSION:

On January 14, 2026, the City entered into Agreement No. 4454 (Attachment A) with Insight Strategies to provide OHHP Assessment Services for Montebello Bus Lines (MBL). The purpose of the assessment was to better understand the key factors influencing both engagement and disengagement, measuring employee perceptions of workplace culture, leadership, communication, and professional development. More importantly, the goal of the OHHP Assessment was to ensure that both leadership and employees understood that they shared responsibility in fostering a culture of engagement and accountability.

Under the original agreement, Insight Strategies conducted employee interviews, focus groups, surveys, organizational analysis, and management briefings designed to gather actionable insights that can drive meaningful improvements across the organization. The findings in Phase I of the assessment provided MBL leadership with valuable organizational insight and recommendations intended to support long-term operational and cultural improvements. Overall, the findings were largely positive, with employees across all levels expressing appreciation for the current leadership's efforts to rebuild culture, improve communication, increase transparency, and create a healthier, more collaborative work environment.

At the same time, employees consistently described MBL as an organization still "in transition." While there is optimism about the future, many noted the lingering effects of past challenges. The findings suggested that MBL has a strong foundation, significant employee goodwill, and meaningful momentum, but that continued focus, consistency, and follow-through will be critical to fully realizing the organization's potential. Consequently, staff determined that MBL is at a pivotal moment and proceeding with Phase II – Agency Strategic Plan Development and Activation will help provide for greater organizational clarity, alignment, and strategic direction.

Amendment No. 1 proposes extending the agreement to initiate Phase II, which will focus on developing clear mission, vision, and values statements, and establishing strategic priorities and measurable goals that will create a line of sight across the organization for employees at every level to understand how their work contributes to broader agency goals and community impact. This will be accomplished through continued executive

leadership facilitation, organizational alignment workshops, strategic communication planning, employee engagement initiatives, and implementation guidance intended to strengthen organizational culture, accountability, and operational effectiveness throughout MBL. Therefore, staff recommend that the City Council approve Amendment No. 1 to Agreement No. 4454 with Insight Strategies to support long-term leadership decision-making and organizational development efforts.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

It is recommended that the City Council approve Amendment No. 1 to Agreement No. 4454 with Insight Strategies for 1-year, and increase the total not-to-exceed amount for an additional $49,800, to implement Phase II – Agency Strategic Plan Development and Activation for MBL; authorize the City Manager to execute Amendment No. 1 on the City's behalf; authorize the City Manager and/or his designee to approve change orders for up to 15% or $7,470, of the amended agreement amount; amend the FY 2025-26 adopted operating budget to increase appropriations by $57,720, in Account No. 600-90-900-6040.95 (Transit Fund, Administration, Contract Services - Other Professional Services); and take such additional, related action as may be desirable.

ATTACHMENT(S)

1. Attachment A - Amendment No. 1 to Agreement No. 4454
2. Attachment B - Agreement No. 4454 with Insight Strategies

CITY OF MONTEBELLO
AMENDMENT NO. 1
TO AGREEMENT NO. 4454
WITH INSIGHT STRATEGIES, INC.

This Amendment No. 1 to Agreement No. 4454 ("Amendment No. 1") is made and entered into as of the 27th day of May, 2026 ("Effective Date"), by and between the City of Montebello, a California municipal corporation duly organized and existing under the law of the State of California ("City"), and Insight Strategies, Inc., a corporation authorized to do business in California, ("Consultant"). City and Consultant are sometimes hereinafter referred to collectively as the "Parties".

RECITALS

WHEREAS, the City of Montebello ("City") and Insight Strategies, Inc. ("Consultant") entered into Agreement No. 4454, effective January 14, 2026 ("Agreement"), pursuant to which Consultant agreed to provide Organizational Health & High-Performance (OHHP) Assessment services for Montebello Bus Lines (MBL), including employee interviews, focus groups, surveys, organizational analysis, leadership facilitation, and related consulting services; and

WHEREAS, Consultant has substantially performed services under the Agreement, and the Parties desire to continue and complete Phase II of the Organizational Health & High-Performance (OHHP) Assessment services; and

WHEREAS, the Parties desire to extend the term of the Agreement for an additional one-year period, from July 1, 2026, through June 30, 2027, in order to allow Consultant sufficient time to complete the remaining Phase II services and related deliverables; and

WHEREAS, the Parties further desire to amend the compensation provisions of the Agreement to compensate Consultant for the continued performance of services during the extended term; and

WHEREAS, Section 25 ("Entire Agreement") of the Agreement allows for amendments to the Agreement by a writing executed by the Parties; and

NOW, THEREFORE, based upon the foregoing recitals, which the Parties agree are true and correct, and for good and adequate consideration the receipt and adequacy of which is acknowledged by the Parties, the Parties agree as follows:

AMENDMENT

SECTION 1. RECITALS. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference.

SECTION 2. EXTENSION OF TERM. Through this Amendment No. 1, the Parties hereto agree to extend the term of the Agreement from July 1, 2026, to June 30, 2027, as authorized under Section 3 of the Agreement.

SECTION 3. AMENDMENT TO COMPENSATION. Through this **Amendment No. 1**, the Parties hereto agree to amend the compensation for the purpose of incorporating additional services associated with the extension of term as follows:

> **"***The agreed-upon compensation for the increased cost of the contract services contemplated in the Agreement and Extension of term memorialized in Amendment No. 1 shall not exceed Ninety-Eight Thousand Eight Hundred Dollars ($98,800). Such sum shall include all amounts payable to Consultant for its subcontracts, leases, materials, and cost arising from the increase of the deliverables originally contemplated in the Agreement. City shall pay Consultant upon thirty (30) days of receipt of invoice and full acceptance of product and services by the City. Said compensation outlined above, shall cover all authorized expenses arising out of the nature of the Extension of term."*

SECTION 4. INCORPORATION OF REMAINING TERMS. Other than as expressly modified in this Amendment No. 1 with respect to the term of the Agreement, all remaining terms, conditions, and provisions of the Agreement, and the entirety thereof, shall remain in full force and effect, and is incorporated fully herein by this reference.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 to Agreement No. 4454 to provide Organizational Health & High-Performance (OHHP) Assessment services for Montebello Bus Lines, including all labor, tools, materials, and expertise necessary to conduct Phase II activities such as leadership facilitation, organizational alignment workshops, strategic communication planning, employee engagement initiatives, and preparation of final deliverables, as of the day and year first above written.

[SIGNATURE PAGE TO FOLLOW]

(the "CITY")

CITY OF MONTEBELLO

By: _____
Raul Alvarez, City Manager

(the "CONSULTANT")

INSIGHT STRATEGIES

By: _____
Teri Fisher, Founder, CEO

ATTEST:

By: _____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

By: _____
Arnold M. Alvarez-Glasman,
City Attorney

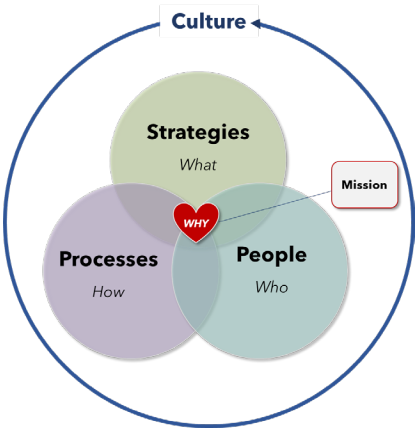
ATTACHMENTS:

Exhibit "A" – Consultant's Scope of Services and Cost Proposal

Montebello Bus Lines
Phase II – Agency Strategic Plan Development and Activation



Insight Strategies' Organizational Health & High-Performance Framework©



Insight Strategies' Mission

As trusted partners…we cultivate greatness in organizations and people by improving performance, affecting culture, and raising the bar.

Insight Strategies' Transit-Specific Vision

To be the "go-to" trusted partner for strategic and leadership impact… from the breakroom to the boardroom.

Why a Strategic Plan? And why now?

Montebello Bus Lines (MBL) is at a pivotal moment in its evolution. Findings from Insight Strategies' Organizational Health and High-Performance© Assessment revealed a workforce that is beginning to experience positive change and renewed optimism under new leadership. Employees recognize that the organization is moving in a better direction and that momentum is building. At the same time, the assessment also surfaced a critical need for greater organizational clarity, alignment, and strategic direction.

As both a department within the City of Montebello and a distinct public-facing transit brand, MBL has a unique opportunity to define who it is, what it stands for, and where it is going. While employees expressed pride in serving the community and dedication to the agency's success, many are not yet clear on the organization's long-term goals, strategic priorities, or what "The MBL Way" truly means in practice under this new era of leadership.

This moment presents an opportunity not simply to create a strategic plan, but to shape a shared identity and future for the organization. Developing a clear Mission, Vision, Values, and desired Culture will provide the foundation needed to unite leadership and frontline employees around a common purpose and direction. Establishing strategic priorities and measurable goals will create line of sight across the organization so employees at every level understand how their work contributes to broader agency goals and community impact.



Importantly, this process will build upon the positive momentum already underway. Insight's process focuses on building on the good that's already in motion and concurrently defining the future: strengthening trust, reinforcing accountability, creating consistency in leadership and decision-making, and bringing to life a culture that reflects the next chapter of MBL.

This is the right time for MBL to intentionally define and communicate its strategic and cultural direction — to articulate the vision for what the organization aspires to become and to operationalize "The MBL Way" as more than a phrase, but as a lived employee and customer experience.

Introducing Insight Strategies

Insight Strategies, Inc. (Insight) is a management consulting and training company based in Los Angeles, CA. Insight has provided consulting, coaching, training, facilitation, and speaking services to an influential list of American, multi-national, and international organizations since its founding in 1994. Insight is a certified WBE and SBE in California.

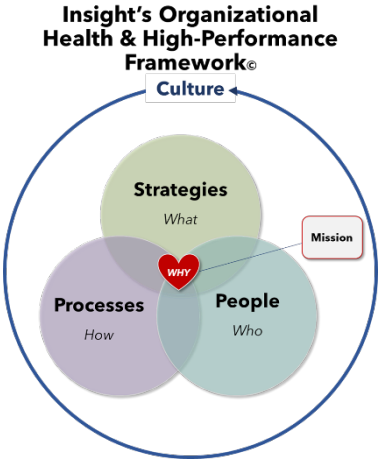
Insight's experience with transit clients is vast. Insight has been sought after by numerous transit and transportation agencies and organizations (entities) for supporting efforts focused on strategic planning; development of and alignment to vision, mission, values, and strategic priorities; performance management; developing SMAR²T measurable goals and KPI's to track progress, leadership team alignment; delineation of roles and responsibilities; organizational and culture change; leadership development; process improvement; accountability; desired culture development, and more.

Insight's approach to strategic planning goes beyond developing stand-alone KPIs. Rather than producing a list of disconnected measures, we focus on defining SMAR²T strategic goals, clarifying cross-functional interdependencies, and cascading actionable objectives from agency-wide strategic priorities to every level of the organization. This ensures the strategic plan is a living, usable framework that guides decision-making and performance – rather than a document that exists solely for reporting or archival purposes.

Insight is known for being outcomes-based. We establish trust and excel at gaining buy-in for initiatives with individuals and groups. By understanding the ability to impact strategies, processes, skills, behaviors, and people, Insight utilizes the nuances of "moving" individuals, teams, and organizations toward their vision. Building relationships, creating momentum, and focusing on outcomes are as important as Insight's technical capabilities.

With over 30 years' experience consulting with executives and organizations on organizational excellence, Insight has crafted an Organizational Health & High-Performance Framework© that has consistently proven to be successful towards accomplishing lasting results. Organizations achieve success

- when employees see themselves and the roles they play in the ***mission*** ("the why") and ***aspirational vision*** of the organization;
- when ***strategies and goals*** ("the what") are clearly defined and aligned to the mission and vision;
- when key ***processes*** ("the how") anchor the mission, vision, and strategies into the day-to-day operations – driving employee effectiveness and accountabilities; and
- when the right ***people*** ("the who") are in the right places, doing the right things, with the right skill sets, and the right mindsets to implement the strategies and goals and reflect the desired culture.



Culture trumps everything! As leaders…embracing, demonstrating, and reinforcing the desired culture everyday motivates employees to stay and bring their full selves to the job. Ensuring all components are maximized and aligned results in an organization's ultimate success. (See graphic)

What Differentiates Insight Strategies?

- **Commitment of a Managing Partner (MP) 100% of the time** – Unlike other consultancies, our MPs don't make cameo appearances…they are committed up until the point of completion.
- Insight goes **beyond stand-alone goal/KPI setting** by creating high-level strategic agency priorities, then aligning strategic agency goals cross-functionally, and then ensuring all measurable goals cascade vertically down to individual contributors – **creating a living strategic plan that is activated at all levels.**
- Insight has worked with **70+ transit and transportation agencies and organizations** across the United States—we understand the business.
- Insight **understands what fosters teamwork** and has a **proven track record** of bringing teams together to achieve shared meaning, synergy, and results.
- Insight's 30+ years of experience working with a **diverse client mix** affords an understanding of multiple challenges facing all sizes and types of organizations and has allowed us to develop and collect best practices.
- Insight is **nimble, agile, and employs a collaborative style**… building on the mind trust of our clients.
- Insight understands the importance of, and is skilled at, **enrolling key influencers and stakeholders** to create buy-in, momentum, traction, and trust in the process.
- Insight comes **alongside, collaborates with, and honors what's unique** about each client, their region, and its customers, constituents, and community.
- The Insight team has a complement of both **staff and line experience –** understanding the unique pressures that operations faces daily.
- Insight is outcomes based and understands **the importance of metrics** (quantitative and qualitative) to gauge success.
- Some of the most **respected transit leaders** can vouch for Insight's work – *John Soria, Stephanie Wiggins, Paul Skoutelas, Jim Derwinski, Erin Rogers, Gary Thomas, Carita Ducre, Kenneth McDonald, Mona Babauta, Alva Carrasco, Carolyn Flowers, Therese McMillan, Peter Rogoff, Phil Washington, and Kristin Warsinski, to name a few.*

Insight's Transit, Transportation, and Mobility Clients (70+)



Insight's Strategic Planning Framework©

Insight's Strategic Planning Process is a comprehensive, structured approach that ensures every aspect of an agency – its people, culture, systems, and goals – are aligned with a shared vision for the future. The process begins with clear communication and a collaborative kick-off, followed by a deep dive into the agency's culture and employee experience. Insight works closely with the Director/CEO/GM and executive team to develop a strategic and visionary narrative, strengthen strategic versus tactical thinking, and build leadership alignment and team cohesion.

Through a facilitated, step-by-step approach, Insight guides agencies in crafting and refining their mission, vision, and values, defining leadership roles and responsibilities, and building change management readiness. Using Insight's SWOT² Analysis (which incorporates strengths, weaknesses, opportunities, threats, and industry trends), the process identifies key strategic priorities and translates them into measurable organizational and departmental goals.



From there, Goal Cascading Workshops and Interdependency Agreements ensure cross-functional alignment and collaboration. The process concludes with the development of a Follow-Up and Accountability Plan. The result is a living, actionable strategic plan—one that aligns people, performance, and priorities to drive the agency's mission and long-term success.

Key Strategic Plan Differentiators:

- As part of our strategic planning process, Insight facilitates a cross-departmental "interdependencies" conversation to ensure agreement/alignment occurs across all functions regarding the highest priority goals of the organization.
- Insight has discussed transit trends with hundreds of mid-level and senior executive transit leaders across the U.S. and will integrate those findings into MBL's thinking and planning.
- Insight has a keen understanding of the challenges faced in transit (e.g., post COVID-19 impacts; ridership decreases; shortages of bus/rail operators, mechanics, and technicians; micro transit; funding availability; Federal administrative changes; electric buses/trains; TNCs; trends within the workplace, customers, financials & funding, products & services, etc.).

- MBL will benefit from the knowledge and best practices Insight has learned about leadership cohesiveness and the leadership team's understanding of their roles/responsibilities from inception to implementation.
- Understanding that this will be MBL's first Agency Strategic Plan – there will be a learning curve involved with the members of the team who will be participating in the process. Insight Strategies has created an approach that will develop the strategic plan with a "learning labs" approach to the workshops. We have found that this approach mitigates any fears and increases critical thinking skills throughout the process for all participants.

Nature/Scope of Insight's Experience in Strategic Planning

In the past 10 years, Insight has provided Strategic Planning development, support, and facilitation to multiple public sector (as well as private sector) agencies and organizations including:

- ✓ Baton Rouge Capital Area Transit System (CATS)
- ✓ California Transit Training Consortium (CTTC)
- ✓ City of Laguna Beach
- ✓ Community Transit
- ✓ Gold Coast Transit District (GCTD)
- ✓ Jaunt
- ✓ LA Metro (departmental)
- ✓ Lea+Elliott, Inc.
- ✓ Long Beach Transit (LBT)
- ✓ Omnitrans
- ✓ Parking Concepts, Inc. (PCI)
- ✓ Riverside Transit Agency
- ✓ RTD Denver
- ✓ Sound Transit
- ✓ SunLine Transit Agency
- ✓ Washington State Transit Insurance Pool (WSTIP)
- ✓ Women in Transportation (WTS-OC and WTS-LA)

Insight's Success Stories (Case Studies)

Below are examples of Insight's work supporting organizations through strategic planning and organizational alignment initiatives. Strategic plans for each of these case studies are available upon request.

Riverside Transit Agency (RTA)

Description of Services: RTA partnered with Insight on a comprehensive organizational development initiative, beginning with focus groups and one-on-one interviews, along with an employee survey to capture employee perspectives. These insights were compiled into a Voice of the Employee Report, which featured quick wins and recommendations. Insight then worked with RTA to develop a roadmap and communication plan to implement recommendations.

The Voice of the Employee report was also used to inform the SWOT² analysis and the development of a strategic plan. Through executive and leadership alignment workshops, Insight guided RTA in refining its mission, vision, values, strategic priorities, and agency goals, culminating in a Board presentation of the Agency Strategic Plan. To support the plan's success, Insight also helped define leadership competencies, provided targeted training, and conducted a thorough review of the performance management system, followed by implementation training.

One year after the baseline assessment and survey were initiated, Insight conducted a follow-up employee survey to measure the impact of its recommendations alongside RTA's changes, innovations, and updates. The results were remarkable: **RTA improved across every category**, demonstrating measurable progress and the successful implementation of strategies that strengthened employee engagement, performance, and organizational culture.

Excerpt from 2025 Voice of the Employee Assessment Report

RTA has met or exceeded most of its 2025 strategic priorities related to organizational improvements. Specific details include:

- **Psychological Safety *Goal*:** 10%-point improvement in employee perceptions of psychological safety.
  - ✓ **Psychological Safety ***Result*:** RTA has nearly achieved that improvement tier **31% to 40%** **(+9%)**
- **Culture Goal:** 10%-point improvement in the statement "in the last year, someone at work has talked to me about my progress."
  - ✓ **Culture ***Result:*** RTA has exceeded this goal with scores improving from **39% to 52%** **(13+%)**
- **Recognition Goal:** 10%-point improvement in receiving consistent recognition.
  - ✓ **Recognition ***Result:*** Overall score improvement from an average rating of **4.03 to 4.41** **(+.38)**, though employees in the agreement range decreased by **1%** from **45% to 44%.** While not at goal yet, there was a significant shift from disagreement to neutral.
- **Leadership Goal:** 10%-point improvement in perceptions of leadership effectiveness.
  - ✓ **Leadership ***Result:*** RTA has exceeded this goal with scores improving from **50% to 68%** **(+18%)**
- **Communication Goal:** 10%-point improvement in overall communication effectiveness.
  - ✓ **Communication ***Result:*** RTA has greatly exceeded that goal, improving from **37% to 57%** **(+20%)**



Kristin Warsinski – CEO, Riverside Transit Agency

"As a new CEO, I partnered with Insight to develop a Strategic Plan that sets the organization's tone and clearly defines my vision for Riverside Transit Agency. Teri led a comprehensive strategic planning process that helped us clarify our mission, vision, values, and strategic priorities, while also incorporating employee voice through an agency-wide assessment. Insight's work strengthened alignment and accountability at all levels of the organization. Teri challenged the staff, which helped stimulate invaluable dialogue amongst the Executive Leadership Team. Insight Strategies was a thoughtful, collaborative, and highly effective partner, and I would recommend them for any strategic or organizational development engagement."

End Case Study

SunLine Transit Agency

Description of Services: When SunLine Transit welcomed new CEO Mona Babauta, she sought clarity in the agency's strategic direction and engaged Insight Strategies to guide SunLine through a strategic planning process and performance management renovation effort. The process began with an agency-wide employee assessment (Voice of the Employee – VOE) to understand baseline perceptions, and to inform the SWOT² analysis. Insight worked with the executive team to develop a cohesive mission, vision, and values, along with SMAR²T Agency Strategic Priorities. Insight presented a Strategic Plan document with all that information to the Board of Directors.

Building on these priorities, and to ensure the strategic plan was a living document activated agency-wide, Insight worked with teams across the agency to identify interdependencies and department-level goals, which were then cascaded down to individual contributors. Insight facilitated a series of SMAR²T goal and goal-cascading workshops to ensure alignment from the executive level to every employee, connecting daily work to the agency's strategic plan and overarching goals. Through this process, Insight also supported culture activation, helping SunLine operationalize its values and desired culture while integrating change management strategies to support adoption and long-term engagement.

The next step of Insight and SunLine's partnership focused on a comprehensive performance management overhaul to ensure alignment between individual performance goals and agency strategic priorities. Insight conducted a discovery process to understand current processes and worked closely with the HR and executive teams to design and implement new standards, processes, and procedures. This included revised rating scales, merit alignment, addressing ratings inflation, leadership competency development, and the overhaul of key performance management components. Insight also supported the assessment and selection of a technology tool tailored to SunLine's specific needs, ensuring the system could support both performance tracking and strategic goal alignment. Lastly, Insight worked with employees at all levels, with customized training on how to prepare, write, deliver, and receive performance reviews.



Tamara Miles – Chief of Human Relations, SunLine Transit Agency
"Insight Strategies has been an exceptional partner in SunLine Transit Agency's organizational and leadership development journey. Insight has not only provided valuable tools and frameworks but has also become a trusted advisor and partner in our ongoing efforts to invest in our people and create a workplace where every employee can thrive. We are grateful for the meaningful impact they've had on our agency and look forward to continuing our partnership in the years ahead."

End Case Study

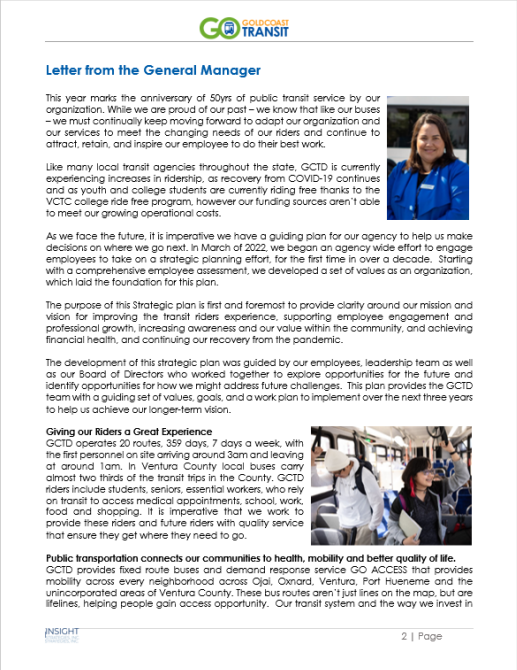
Gold Coast Transit District

Description of Services: When Gold Coast Transit District (GCTD) sought to develop a comprehensive strategic plan, they turned to Insight Strategies for guidance. GCTD faced challenges such as a lack of team alignment, undefined organizational culture, inconsistent goals and competing priorities. Insight Strategies began by conducting a thorough assessment of the team dynamics and facilitated workshops to define the desired culture and core values.

Insight worked closely with GCTD's executive team to revise the mission and vision statements, ensuring they reflected the organization's goals and aspirations. Additionally, goal cascading workshops were conducted to translate high-level strategic goals into actionable objectives for all team members.

As a result, GCTD experienced improved alignment and cohesion among team members, a clear understanding of the organizational culture, and enhanced leadership competencies. With updated mission and vision statements and robust performance management practices in place, GCTD was well-equipped to navigate future challenges and seize growth opportunities. Insight Strategies' holistic approach provided GCTD with a clear roadmap for achieving their strategic objectives and ensuring long-term success.





GOLDCOAST TRANSIT

Letter from the General Manager

This year marks the anniversary of 50yrs of public transit service by our organization. While we are proud of our past – we know that like our buses – we must continually keep moving forward to adapt our organization and our services to meet the changing needs of our riders and continue to attract, retain, and inspire our employee to do their best work.

Like many local transit agencies throughout the state, GCTD is currently experiencing increases in ridership, as recovery from COVID-19 continues and as youth and college students are currently riding free thanks to the VCTC college ride free program, however our funding sources aren't able to meet our growing operational costs.

As we face the future, it is imperative we have a guiding plan for our agency to help us make decisions on where we go next. In March of 2022, we began an agency wide effort to engage employees to take on a strategic planning effort, for the first time in over a decade. Starting with a comprehensive employee assessment, we developed a set of values as an organization, which laid the foundation for this plan.

The purpose of this Strategic plan is first and foremost to provide clarity around our mission and vision for improving the transit riders experience, supporting employee engagement and professional growth, increasing awareness and our value within the community, and achieving financial health, and continuing our recovery from the pandemic.

The development of this strategic plan was guided by our employees, leadership team as well as our Board of Directors who worked together to explore opportunities for the future and identify opportunities for how we might address future challenges. This plan provides the GCTD team with a guiding set of values, goals, and a work plan to implement over the next three years to help us achieve our longer-term vision.

Giving our Riders a Great Experience
GCTD operates 20 routes, 359 days, 7 days a week, with the first personnel on site arriving around 3am and leaving at around 1am. In Ventura County local buses carry almost two thirds of the transit trips in the County. GCTD riders include students, seniors, essential workers, who rely on transit to access medical appointments, school, work, food and shopping. It is imperative that we work to provide these riders and future riders with quality service that ensure they get where they need to go.

Public transportation connects our communities to health, mobility and better quality of life.
GCTD provides fixed route buses and demand response service GO ACCESS that provides mobility across every neighborhood across Ojai, Oxnard, Ventura, Port Hueneme and the unincorporated areas of Ventura County. These bus routes aren't just lines on the map, but are lifelines, helping people gain access opportunity. Our transit system and the way we invest in

INSIGHT STRATEGIES, INC.

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End Case Study

City of Laguna Beach

Description of Services: Insight Strategies was asked to consult with the City of Laguna Beach on developing their mission, vision, and values as a primer to their strategic plan. The workshop included input from leaders across departments, and under the guidance of the City Manager, the workshop focused on developing the City's mission and values, while infusing the workshop with team alignment and a discussion on the City's desired culture. Insight was asked to return and facilitate the development of a vision statement with the City Council, which is now featured on the City's website.



Aggie Nesh – Director of HR & Risk Management, City of Laguna Beach
"Insight was contacted to develop the City of Laguna Beach's Mission, Vision, and Values. Insight's expert facilitation provided a clear path for our departments to come together and define what is most important to the City. We couldn't be happier with the results, and I would recommend Insight to any city seeking to define its purpose and shape a brighter future."



Our Core Values

P **Passionate and Professional**
We serve our mission with passion, professionalism and teamwork

R **Respectful and Responsive**
We are respectful and responsive to our environment, each other and those we serve

I **Integrity and Innovation**
We act with integrity by doing what's right with honesty and always seek innovative solutions

D **Dedicated and Diverse**
We are dedicated to working together toward our vision as we celebrate diversity and wellness

E **Enthusiasm and Excellence**
We serve with enthusiasm and excellence in mind

End Case Study

Insight's Understanding and Approach

As MBL continues building on the positive momentum emerging across the organization, there is a timely opportunity to clearly articulate a shared *Mission, Vision, Values, Strategic Priorities & Measurable Goals, and Desired Culture* that reflect who the Agency is today – and who it aspires to be in the future.

Insight understands that MBL is seeking a partner to lead a focused, structured, and inclusive process to develop a clear and compelling Strategic Plan that:

- Assists the Director in the development of his strategic and visionary narrative
- Identifies the top Strategic Priorities and Measurable Goals that reflect MBL's mission and desired future state (Vision)
- Reflects MBL's role as a regional mobility provider and public steward
- Aligns leadership and staff around a shared sense of purpose and direction
- Supports organizational growth, decision-making, and accountability
- Resonates with internal stakeholders and the communities MBL serves

We recognize that this effort is not simply a branding exercise, but a way to strengthen organizational alignment. A well-defined Mission, Vision, Values, and Desired Culture will provide a unifying touchstone for leadership, staff, partners, and stakeholders. Clearly defined Strategic Agency SMAR^{2}T goals will establish organizational priorities, create line of sight from frontline employees to executive leadership, and ensure that employees across all levels of the agency understand how their roles contribute to MBL's strategic priorities. These priorities will help unify the organization around shared goals, support accountability and decision-making, and provide a practical framework for measuring progress and success.

Insight Strategies brings the facilitation expertise, industry understanding, and practical approach needed to guide MBL through this process. We are confident in our ability to support MBL in developing a Strategic Plan that provides clarity, alignment, and a strong foundation for the agency's next chapter.

Draft Scope of Work

Task #	Description	Estimated # of Days
1	**Project Initiation, Discovery, and Communication** • **Discovery:** Note this is minimal as Insight has assessed MBL's current state. Discovery for the strategic plan will be focused on: Current mission, vision, and values, KPIs, internal tracking and measuring processes, etc. • **Launch:** Meet with the project team *(MBL's Assistant Director and Transit Admin Manager + Insight's Project Manager)* to discuss the process; uncover potential issues/obstacles; finalize the timeline and next steps • **Communication:** Insight will provide sample communications to MBL including a ghost-written letter from the Director of Transportation to distribute to all employees, introducing Insight, the process, and next steps	1.0 Days (at PM Rate)
2	**In collaboration with the Director, Develop his Strategic and Visionary Narrative**	3.0 Days

	Insight will work closely with the Director to develop and personalize a Strategic and Visionary Narrative that clearly communicates his vision, leadership expectations, the agency's direction, strategic priorities, and desired culture. Insight will also provide recommendations and strategies for how the narrative can be operationalized and reinforced throughout the organization.	
3	**Strategic Planning Workshops and Learning Labs + Development of Strategic Plan Document** *Team alignment concepts and activities integrated throughout* **Estimated 4-5 Leadership Team Workshops to Include:** • Kick-off and set the table for the strategic planning process • Revisit Insight's OHHP Framework© and Goal Cascading Framework© • Develop MBL's Mission and Vision statements • Develop MBL's Guidepost for Decision-making • Revisit assessment and survey findings • Introduce key concepts such as Strategic Thinking, Accountability Practices, Change Management, Growth Mindset, etc. • Discuss "Current State of the Business & Industry Trends" • Develop Strategic Priorities • Conduct SWOT² Analysis • Conduct a SMAR²T Goal Workshop • Develop high-level strategic goals • Prioritize across all strategic goals and seek cross-functional support agreements • Determine MBL's desired culture and establish MBL's Leadership Uniform • Integrate team alignment concepts • If time allows: Develop MBL's Leadership Competencies • If time allows: Develop next level down SMAR²T goals	6.0 Days *(includes development, preparation, and delivery)*
4	**Project Meetings and Project Management** • Internal (Insight) and external (MBL-Insight) meetings • Project Management to include up/downstream actions, materials, discussions, scheduling, logistics, etc.	2.5 Days (at PM Rate)

Proposed Insight Team

- Project Lead & Consultant/Facilitator: Teri Fisher, CEO & Managing Partner
- Narrative Development and Consultant/Facilitator: Kevin Catlin, President & Managing Partner
- Project Manager: Catie Butler, Operations Director & Managing Partner
- Logistics: Kim Babao, Executive Admin

MBL's Investment

Insight's Published 2025-26 Rate Structure:

- Principal Consultant rate = $4,500/day (MBL's discounted rate will be $4,200/day)
- Consultant/Trainer/Instructor = $4,100/day
- Project Manager = $3,000/day

Insight Strategies strives for rate equity across our clients relative to similarities in volume, types and complexity level of services required/requested, length of relationship, travel requirements, etc.

Travel expenses: N/A – local client

Task #	Description	Est. # of Days
1	Project Initiation and Launch	1.5
2	Develop the Director's Strategic and Visionary Narrative	3.0
3	Strategic Planning Workshops and Learning Labs (includes preparation and delivery) + Development of Strategic Plan Document	8.0+
4	Project Meetings & Project Management	2.5
	Est. Total: 15.0 Days	**$59,400**
	Discounted Flat Rate	**$49,800**

Next Steps

- Solidify scope of work and contract
- Schedule meetings: project launch, project kick-off, leadership team workshops

INSIGHT
STRATEGIES, INC.

As trusted partners…we cultivate greatness in organizations and people by improving performance, affecting culture, and raising the bar.

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 4454
WITH INSIGHT STRATEGIES INC.

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

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide organizational health assessment services in the CITY; and

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. Proposal referenced and Best Final Offer received by the successful proposer.
3. All other documents, including but not limited to all applicable bonds, insurance certificates, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

a. All terms, conditions, requirements, and provisions is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

b. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide HEALTH AND HIGH PERFORMANCE

ASSESMENT services set forth fully in **Exhibit "A**" hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

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

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire **WHEN SERVCES ARE COMPLETED OR NO LATER THAN JUNE 30, 2026**, unless terminated earlier as hereinafter provided.

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

SECTION 4. PERFORMANCE.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this

Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONSULTANT.

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

b. Termination for Convenience. The CITY shall have the option, at its sole

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

c. The CITY shall not deduct from the Compensation paid to the CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONSULTANT. The CITY shall have

no responsibility to provide the CONSULTANT, its employees or subconsultants with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

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

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

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

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

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

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

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

f. **Evidence of Insurance prior to commencement**. The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days

prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

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

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

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

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

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

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

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

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

CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

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

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

SECTION 21. MISCELLANEOUS.

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

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

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

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

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

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

SECTION 22. NOTICE.

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

If to CITY:
City of Montebello
Attn: Raul Alvarez, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: ralvarez@montebelloca.gov

With a copy to:
City of Montebello – Department of Transportation
Attn: John Soria, Director of Transportation
400 South Taylor Avenue
Montebello, CA 90640
(323) 887-1625 ext. 1315
Email: JSoria@montebelloca.gov

If to Consultant:
Insight Strategies, Inc.
Attn: Teri Fisher, Founder, CEO, Managing Partner
2340 Plaza Del Amo
Torrance, CA 90501
310.783.9263
Email: tfisher@insightstrategies.com

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

The CONSULTANT covenants that it presently has no interest and shall not

acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

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

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

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

("CITY")

CITY OF MONTEBELLO

Raul Alvarez (Jan 15, 2026 12:09:41 PST)

Raul Alvarez, City Manager

("CONSULTANT")

INSIGHT STRATEGIES, INC

Teri Fisher (Jan 15, 2026 10:24:00 PST)

Teri Fisher, Founder, CEO, Managing Partner

ATTEST:

Christopher Jimenez (Jan 15, 2026 23:52:43 PST)

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman (Jan 15, 2026 20:32:17 PST)

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A - Consultant's Proposal
- Exhibit B – Schedule of Compensation

EXHIBIT "A"

Consultant's Proposal

EXHIBIT "B"

Schedule of Compensation

ATTACHMENT A

CITY OF MONTEBELLO
MEMORANDUM

DATE: January 5, 2026

TO: Raul Alvarez, City Manager

FROM: John Soria, Director of Transportation

PREPARED BY: Mark Jimenez – Administration Manager

SUBJECT: **Approve Purchase Order – Insight Strategies, Inc.**

The Transportation Department (Transportation) requests approval to open a purchase order (PO) for Insight Strategies, Inc (Insight Strategies). in the amount of $49,999. Insight Strategies will conduct an Organizational Health & High-Performance (OHHP) Assessment for Montebello Bus Lines (MBL). This assessment will establish a comprehensive baseline of MBL's current organizational health and employee engagement, providing leadership with an actionable OHHP Assessment Report that provides insight to inform decision-making and support long-term organizational effectiveness.

Insight Strategies brings over 30 years of experience and extensive expertise working with transit agencies nationwide, making them uniquely qualified to perform this work. These specialized consulting services will be procured in accordance with the Montebello Municipal Code, Chapter 3.20.050(C) – Conformance with Bidding Procedures, which allows for exemptions to bidding requirements for specialized services necessary to support departmental operations and organizational effectiveness.

Funding for this PO will be provided from GL Account No. 600-90-900-6040.95.

At your earliest convenience, please sign and approve the attached cover letter. Thank you.

.....
John Soria
Director of Transportation

MONTEBELLO

Montebello Bus Lines
Organizational Health & High-Performance (OHHP) Assessment



INSIGHT
STRATEGIES, INC.

Submitted to: John Soria, Director of Transportation
and Elizabeth Franco, Deputy Director
Submitted by: Insight Strategies, Inc.
Teri Fisher, CEO & Managing Partner
Submitted on: December 10, 2025

Insight Strategies' Organizational Health & High-Performance Framework©



Insight Strategies' Mission

As trusted partners...we cultivate greatness in organizations and people by improving performance, affecting culture, and raising the bar.

Insight Strategies' Transit-Specific Vision

To be the "go-to" trusted partner for strategic and leadership impact... from the breakroom to the boardroom.

About Insight Strategies, Inc.

Introducing Insight Strategies

Insight Strategies, Inc. (Insight) is a management consulting and training company **based in Los Angeles, CA** with satellite offices across the U.S. Insight has provided consulting, coaching, training, facilitation, and speaking services to an influential list of American, multi-national, and international organizations since its founding in 1994. In addition, **Insight is a certified DBE, SBE, and WBE in California.**

Insight's experience with transit clients is deep and vast. Insight is sought after by numerous transit organizations for assistance with organizational and culture change; strategic planning; listening session/focus groups, surveys, and assessments; leadership development; development of and alignment to vision, mission, values, and strategic priorities; performance management—all levels; team alignment; Board alignment; process improvement; accountability and more.

Insight is known for being outcomes-based. We establish trust and excel at gaining buy-in for initiatives with groups and individuals. By understanding the ability to impact strategies, processes, skills, behaviors, and people, Insight utilizes the nuances of "moving" individuals, teams, and organizations toward their vision. Building relationships, creating momentum, and focusing on outcomes are as important as Insight's technical capabilities.

With over 30 years' experience consulting with executives and organizations on organizational excellence, Insight has crafted an Organizational Health & High-Performance Framework© that has consistently proven to be successful towards accomplishing lasting results. Organizations achieve success

- when employees see themselves and the roles they play in the ***mission*** ("the why") and ***aspirational vision*** of the organization;
- when ***strategies and goals*** ("the what") are clearly defined and aligned to the mission and vision;
- when key ***processes*** ("the how") anchor the mission, vision, and strategies into the day-to-day operations – driving employee effectiveness and accountabilities; and
- when the right ***people*** ("the who") are in the right places, doing the right things, with the right skills sets, and the right mindsets to implement the strategies and goals and reflect the desired culture.

Insight's Organizational Health & High-Performance Framework©



Culture trumps everything! As leaders...embracing, demonstrating, and reinforcing the desired culture everyday motivates employees to stay and bring their full selves to the job. Ensuring all components are maximized and aligned results in an organization's ultimate success. (See graphic)

What Differentiates Insight Strategies?

- **Commitment of a Managing Partner (MP) 100% of the time** – Unlike other consultancies, our MPs don't make cameo appearances...they work until the engagement is complete.
- Insight has worked with **over 70 transit and transportation agencies and organizations** across the United States—we understand the business.
- Insight **understands what fosters teamwork** and has a **proven track record** of bringing teams together to achieve shared meaning, synergy, and results.
- Insight's 30+ years of experience working with a **diverse client mix** affords an understanding of multiple challenges facing all sizes and types of organizations and has allowed us to develop and collect best practices.
- Insight is **nimble, agile, and employs a collaborative style...** building on the mind trust of our clients.
- Insight understands the importance of, and is skilled at, **enrolling key influencers and stakeholders** to create buy-in, momentum, traction, and trust in the process.
- Insight comes **alongside, collaborates with, and honors what's unique about MBL**, the region, its customers, and the community.
- Insight is outcomes-based—with a complement of both staff and line experience. Insight understands **the importance of metrics** (quantitative and qualitative) to gauge success.
- Some of the most **respected transit leaders** can vouch for Insight's work—*Stephanie Wiggins, Paul Skoutelas, Jim Derwinski, Erin Rogers, Gary Thomas, Carita Ducre, Kenneth McDonald, Mona Babauta, Alva Carrasco, Carolyn Flowers, Therese McMillan, Peter Rogoff, Phil Washington, and Kristin Warsinski, to name a few.*

Insight's Transit, Transportation, and Mobility Clients (70+)



Insight's Private Sector (Non-Transit) Clients



Relevant Success Stories

Success Story: Long Beach Transit

Insight Strategies Services—Bottom Line Up Front (BLUF)

- Agency Strategic Plan
- Organizational and Employee Assessment
- Mission, Vision, and Values Development
- Culture Change and Activation
- Change Management Strategies
- Strategic Priority and Goal Development
- Measures of Success Development
- CEO Performance Evaluation Development
- SWOT² Analysis
- Communication Planning & Consultation
- Strategic Plan Implementation and Goal-Cascading Strategies
- Performance Management Consultation

Description of Services: In support of the new President and CEO and his 100-day plan, Insight provided consultation relative to culture change, strategies, processes, and people. As a starting point, Insight Strategies conducted an Organizational Assessment involving all levels of the organization to ascertain baseline perceptions, strengths and areas of improvement. Recommendations were made which included (but were not limited to): organizational structure changes that better established and supported accountabilities at all levels, fixing problems, establishing and institutionalizing performance management throughout the organization, and equipping employees with the skills necessary to execute on newly defined strategies and processes.

Insight Strategies worked with the President and CEO and Executive Leadership Team to develop Vision, Mission, and Values for the organization, as well as the process to communicate them to all employees. Leadership Competencies and SMART Goals based on LBT's new Strategic Goals were also created and implemented.

Since then, Insight Strategies has worked with LBT on multiple projects including institutionalizing Performance Management, conducting two comprehensive Employee Engagement Surveys (2016 and 2019), and in collaboration with the President and CEO as well as the Board of Directors Insight developed a

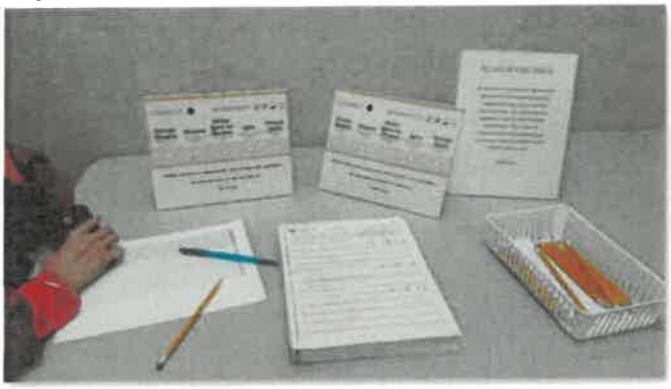
Customized President and CEO Performance Evaluation Tool.

Insight is proud to say that, due to our survey strategies and tactics, the 2019 Employee Engagement Survey garnered a 71.3% participation rate among Long Beach Transit's employees.



Kenneth McDonald, President & CEO of Long Beach Transit
"You have been really instrumental in our journey and our accomplishment in performance management at LBT. You have truly assisted me to accomplish my goals as the leader of the organization. Thank you."

Examples: Survey Participation and Methodology (Partial Example)



Survey Supplies







Survey Signage, Custom Survey Pencils, and Raffle Ticket Collection



Handouts and Napkins Advertising the Survey

Success Story: Sound Transit

Insight Strategies Services—Bottom Line Up Front (BLUF)

- Organization-wide Culture & Climate Assessment and Survey including 1:1 Interviews and Listening Session Focus Groups – Voice of the Employee Assessment (VOE) and Report
- 5-Year Agency Strategic Plan including updated Mission, Vision, Values, Strategic Priorities, and Desired Culture Statements
- Roadmap to implement quick wins and recommendations from the VOE Report
- Presentations and meetings to share VOE findings, key takeaways, and recommendations
- Culture Change and Activation implementation

Description of Services: In 2019 Insight competed for and was selected by Sound Transit to facilitate the development of the agency's first ever Five-Year Agency Strategic Plan. As a growing and multi-modal transit agency, Sound Transit needed a strategic plan to act as guidepost for the agency and had an accelerated timeframe for completion. The Insight team began the process by conducting 1:1 interviews, small group interviews, and listening session focus groups with 25% of the nearly 1,100-person organization to gain insight into Sound Transit's current state. As part of the engagement, Insight conducted six Executive Team Workshops, participated in Town Hall meetings, consulted on Strategic Plan-related communications and worked with Sound Transit leadership to institutionalize and systematize elements of the Strategic Plan into employees' day-to-day work.



Kathy Albert, Chief Strategic Business Officer, Sound Transit

"Insight Strategies did a great job facilitating the assessment and strategic planning process at Sound Transit. They developed trust with our leadership team, served as thought partners, delivered engaging workshops, and were welcomed by many departments throughout the agency as collaborators. As a result of their facilitation and project management, we were able to deliver a strategic plan in about six months, a process that could have taken much longer given the size and diverse opinions of our stakeholders. I would highly recommend Insight Strategies for their consulting, facilitation, and strategic planning process.

Success Story: Omnitrans

Insight Strategies Services—Bottom Line Up Front (BLUF)

- Organization-wide Culture & Climate Assessment and Survey including 1:1 Interviews and Listening Session Focus Groups
- Data Assessment and Analysis
- Voice of the Employee Assessment (VOE) Report
- Roadmap to implement quick wins and recommendations from the VOE Report
- Presentations and meetings to share VOE findings, key takeaways, and recommendations
- Change Management Strategies
- Culture Change and Activation implementation
- Performance Management Renovation

Description of Services: Omnitrans partnered with Insight Strategies on a multi-year culture transformation initiative to strengthen leadership, improve communication, and foster a more cohesive workplace. The first step in that process was to hear from employees – with listening session/focus groups and 1:1 interviews held across all levels of the organization. That was followed by an employee survey administered to the entire employee population. The results from both the qualitative and quantitative assessment were included in the Voice of the Employee report, which included quick wins and recommendations for Omnitrans going forward. Based on those recommendations, Insight worked with the executive team to develop a roadmap and communication plan to implement the quick wins and recommendations. Insight is currently in the process of administering a pulse-check survey to measure improvement.

Beyond this initiative, Insight has also supported Omnitrans with executive alignment workshops, performance management renovations, and executive coaching, as well as a Leadership Toolbox training series, focusing on all mid-level leaders (managers and supervisors.)









Success Story: Riverside Transit Authority (RTA)

Insight Strategies Services—Bottom Line Up Front (BLUF)

- Organization-wide Culture & Climate Assessment and Survey including 1:1 Interviews and Listening Session Focus Groups
- Data Assessment and Analysis
- Voice of the Employee Assessment (VOE) Report
- Roadmap to implement quick wins and recommendations from the VOE Report
- Presentations and meetings to share VOE findings, key takeaways, and recommendations
- Change Management Strategies
- Culture Change and Activation implementation

Description of Services: RTA partnered with Insight on a comprehensive organizational development initiative, beginning with focus groups and one-on-one interviews, along with an employee survey to capture employee perspectives. These insights were compiled into a Voice of the Employee Report, which featured quick wins and recommendations. Insight worked with RTA to develop a roadmap and communication plan to implement recommendations.

The Voice of the Employee report was also used to inform the SWOT analysis and the development of a strategic plan. Through executive and leadership alignment workshops, Insight guided RTA in refining its mission, vision, values, strategic priorities, and agency goals, culminating in a Board presentation of the Agency Strategic Plan. To support the plan's success, Insight also helped define leadership competencies, provided targeted training, and conducted a thorough review of the performance management system, followed by implementation training. In partnership with Insight, RTA conducted a follow-up employee assessment (voice of the employee survey) and recorded measurable improvement in EVERY category. See excerpt below.

Excerpt from RTA's 2025 Voice of the Employee (VOE) Assessment Report

- **Psychological Safety *Goal*:** 10%-point improvement in employee perceptions of psychological safety.
  - ✓ **Psychological Safety *Result*:** RTA has nearly achieved that improvement tier **31% to 40%** (+9%)
- **Culture Goal:** 10%-point improvement in the statement "in the last year, someone at work has talked to me about my progress."
  - ✓ **Culture *Result:*** RTA has exceeded this goal with scores improving from **39% to 52%** (13+%)
- **Recognition Goal:** 10%-point improvement in receiving consistent recognition.
  - ✓ **Recognition *Result:*** Overall score improvement from an average rating of **4.03 to 4.41** (+.38), though employees in the agreement range decreased by 1% from **45% to 44%.** While not at goal yet, there was a significant shift from disagreement to neutral.
- **Leadership Goal:** 10%-point improvement in perceptions of leadership effectiveness.
  - ✓ **Leadership *Result:*** RTA has exceeded this goal with scores improving from **50% to 68%** (+18%)
- **Communication Goal:** 10%-point improvement in overall communication effectiveness.
  - ✓ **Communication *Result:*** RTA has greatly exceeded that goal, improving from **37% to 57%** (+20%)

Success Story: SunLine Transit Agency

Insight Strategies Services—Bottom Line Up Front (BLUF)

- Organization-wide Culture & Climate Assessment and Survey including 1:1 Interviews and Listening Session Focus Groups
- Data Assessment and Analysis
- Voice of the Employee Assessment (VOE) Report
- Roadmap to implement quick wins and recommendations from the VOE Report
- Presentations and meetings to share VOE findings, key takeaways, and recommendations
- Change Management Strategies
- Culture Change and Activation implementation

Description of Services: When SunLine Transit welcomed new CEO Mona Babauta, she sought clarity in the agency's strategic direction and engaged Insight Strategies to facilitate the development of its first-ever strategic plan. Insight began with focus groups, one-on-one interviews, and a survey to gather employee perspectives, compiling the findings into a Voice of the Employee Report that outlined key insights, quick wins, and a roadmap for implementation.

This report also informed a SWOT analysis and the development of a strategic plan designed to represent all levels of the organization. Through executive and leadership alignment workshops, Insight helped SunLine refine its mission, vision, strategic priorities, and agency goals, culminating in a Board presentation. To support long-term success, Insight also guided the development of leadership competencies and conducted a comprehensive review and overhaul of the agency's performance management system, followed by targeted training. This initiative provided SunLine with a clear, actionable strategy to drive alignment, accountability, and organizational growth.

Insight's Project Understanding and Approach

Insight's Partnership Approach

At Insight, we believe in building meaningful partnerships with our clients, ensuring our work is collaborative, impactful, and aligned with organizational goals. Our consulting team brings vast expertise in employee assessment development, implementation, data analysis, and reporting—while also serving as a strategic thought partner in interpreting results and identifying actionable next steps. Beyond conducting the Organizational Health and High-Performance (OHHP) Assessment, we can develop a complementary structured pre-and-post-assessment follow-up plan, including facilitated action planning sessions to help translate findings into meaningful improvements.

We recognize that MBL brings invaluable institutional knowledge and cultural insights. By combining MBL's firsthand understanding of the institutional background, and strengths and challenges, with Insight's proven methodology, we can create a process that is both effective and engaging for all participants.

Project Understanding

MBL is seeking to conduct an OHHP Assessment to better understand the key factors influencing employee engagement and to gather actionable insights that can drive meaningful improvements across the organization. After a period of significant turnover and internal changes, MBL's Director of Transportation has been firmly in place for a year – making it an ideal time to establish a baseline of MBL's current state and begin defining the culture at MBL. Insight understands that this assessment is not just about collecting data – it's about identifying the drivers of both engagement and disengagement, measuring employee perceptions of workplace culture, leadership, communication, and professional development, and ensuring that both leadership and employees share responsibility in fostering a culture of engagement and accountability.

Draft Work Plan

Task/Description	Deliverables	Estimated Timing

A. Project Initiation and Communication
Objective: Conduct a project kick-off meeting with selected MBL leadership to define objectives, timelines, and communication strategies.
 	
• **Project Launch:** Insight to meet (virtually) with MBL's project team to discuss the project timeline, roles and responsibilities, uncover potential obstacles, and next steps.
• **Project Kick-off:** Insight to meet (virtual or in person) with MBL's management team to discuss the process, Insight's Critical Aspects of Success, agree upon roles and responsibilities, uncover potential obstacles, and discuss Q&A/FAQ
• **Discovery:** Insight will review MBL's most relevant information/documents/processes including: mission/vision/values, recent/previous internal
	• Project launch and project kick-off meeting agendas
	• Solidified Project Work Plan
	• Sample internal communication materials including:
	  o Ghost written letter from the Director
	  o Pre-assessment messaging, invitations, reminders
	• Menu of Assessment Questions
		December 2025

employee survey results, strategic priorities and goals, etc. • **Communication:** Insight will provide sample communications to MBL including a ghost-written letter from the Director of Transportation to distribute to all employees, introducing Insight, the process, and next steps. • **Develop Assessment Questions:** Insight will develop a menu of assessment (1:1 interview, listening session/focus groups, and survey questions) for review with the project and management teams.		
B. Organizational Health & High-Performance (OHHP) Assessment *Objective: Ascertain a baseline understanding of MBL's current state and write a report with recommendations.* ***Methodology*—Interviews and Listening Session/Focus Groups (LS/FG)** • Collect *qualitative* baseline data relative to employee perceptions of MBL's culture, communication, leadership, and more • Give all employees, including the unions, ***an opportunity to feel heard and understood*** • Build relationship and trust with Insight Strategies—creating a sense of "we're in good hands" • Create alignment, relationship, and trust with union leaders • Use the oral interview data to inform questions on the written survey Insight proposes • Small group or individual meetings with Union reps/leaders • 7 1:1 interviews (60 minutes each) • 11 1:1 listening session/focus groups (90 minutes each) **See below for Assessment breakdown* ***Methodology* – Written Survey (Online Tool)** • Collect *quantitative* baseline data relative to current perceptions • Develop a survey, process, and approach that can be used to measure year-over-year progress Give all employees, including the unions, an opportunity to feel heard and understood	• 1:1 Interview Questions • Listening Session/Focus Group Questions • Survey Questions • Assessment talking points and FAQ	December 2025 – January 2026

• Ensure employees trust the process by applying Insight Strategies best practices to ascertaining written survey feedback		
C. Data Analysis and Reporting *Objective: Analyze assessment results and develop action-oriented recommendations.* • **Data Analysis:** Insight will roll-up data, analyze and summarize findings, and develop quick wins (actionable insights), observations, and recommendations to power MBL forward for ongoing accountability and engagement improvements.	• OHHP Assessment Report including actionable insights, observations, and recommendations	February 2026
D. Management Briefings *Objective: Present findings and recommendations, including specific actions for employees and the department.* • **Confidential Report:** Insight will provide a confidential report to the Director and Deputy Director of the DOT. • **Management Briefing:** Insight will develop and facilitate a presentation to the management team. • **Presentations:** Insight will develop a high-level presentation tailored for MBL to use to present data back to all staff.	• OHHP Assessment Report • A high-level tailored presentation of assessment report	February 2026
E. Project Meetings and Project Management • **Project Meetings:** Internal (Insight) and external (Insight and MST) meetings, up/downstream actions, additional documentation, etc. • **Project Management:** material development, scheduling, logistics, etc.	• Up/downstream documentation, meeting agendas and notes, etc.	Throughout

Assessment Breakdown

1:1 Interviews (60 minutes each)

1. Director of Transportation
2. Assistant Director of Transportation
3. Deputy Director
4. Transit Administration Manager
5. Transit Operations Manager
6. Fleet Maintenance Manager
7. Facility Maintenance Manager
8. Transit Assistant Manager

Listening Session/Focus Groups (90 minutes each)

1. Fleet Maintenance Supervisor, Warehouse Supervisor, Fleet Services Supervisor
2. Transit Dispatch Supervisors
3. Transit Assistant Managers
4. Senior Management Analysts, Management Analysts, Transit Planner
5. Senior Finance Technician, Finance Technician, Account Clerk

6. Heavy Equipment Mechanic
7. Fleet Service Workers, Body Shop Mechanics, Building Maintenance Tradeworkers, Storekeepers
8. Senior Administrative Assistants, Administrative Assistants, Administrative Assistant (PT)
9. Bus Operators (**3 focus groups**)

Proposed Insight Team

- Project Lead & Consultant/Facilitator: Teri Fisher, CEO & Managing Partner
- Assessment Team (Interviews and Listening Session/Focus Groups):
  - Teri Fisher, CEO & Managing Partner
  - Joseph Hamilton, Senior Consultant
- Analyst/Report Writer: Claire Catlin, Consultant and Analyst
- Project Manager: Catie Butler, Operations Director & Managing Partner
- Logistics: Kim Babao, Executive Admin

MBL's Investment

Insight's Published 2025-26 Rate Structure:

- Principal Consultant rate = $4,500/day (MBL's discounted rate will be $4,200/day)
- Consultant/Trainer/Instructor = $4,100/day
- Project Manager/Analyst = $3,000/day

Insight Strategies strives for rate equity across our clients relative to similarities in volume, types and complexity level of services required/requested, length of relationship, travel requirements, etc.
Travel expenses: N/A – local client

Task/Description	Est. # of Days
A. Project Initiation and Communication	1.0 Days
B. Organizational Health & High-Performance (OHHP) Assessment	7.0 Days
C. Data Analysis and Reporting	5.0
D. Management Briefings	1.0 Days
E. Project Meetings and Project Management	1.0-3.0 Days *at a discounted Daily/Hourly Rate

Not to exceed for this project: $50,000

Next Steps

- Solidify scope of work and contract
- Schedule project launch and kick-off meetings
- Identify logistics person for scheduling and begin scheduling 1:1 interviews and listening session/focus groups

INSIGHT
STRATEGIES, INC.

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CITY OF MONTEBELLO

FINANCE DEPARTMENT

PURCHASE ORDER COVER LETTER

Vendor: **INSIGHT STRATEGIES, INC**
2340 PLAZA DEL AMO, SUITE 205
TORRANCE , CA 90501

Vendor No. **5289**
Agreement/Contract No. : **N/A**

Item(s) Being Purchased/Services: **FY 25/26 MBL Organizational Health Assessment**

Reason for Purchase: Organizational Health and High-Performance Assessment

Purchase Requestor: **Mark Jimenez** Signature: mark jimenez

Supplies: **$0** Service: **$49,999** Account Number: 600-90-900-6040.95

Total Amount of Purchase: **$49,999** Shipping Cost: **$0**

Bid/Quote Summary

	Amount	Vendor Name	Quote/Bid Format	Date Received
1st Bid/Quote:				
2nd Bid/Quote:				
3rd Bid/Quote:				

☐ **Check here if purchase is sole source; "Sole Source Declaration" form must be attached.**

Other Notes: SEE MEMO

Purchase Order Input By: mark jimenez Date: 01/06/2026

Purchase Order Approved By: John Soria (Jan 6, 2026 16:51:18 PST) Date: 01/06/2026

Assistant City Manager [$15- $25k]: _____ Date: _____

City Manager [$25-$50k] : Raul Alvarez (Jan 7, 2026 21:47:54 PST) Date: 01/07/2026

6. Heavy Equipment Mechanic
7. Fleet Service Workers, Body Shop Mechanics, Building Maintenance Tradeworkers, Storekeepers
8. Senior Administrative Assistants, Administrative Assistants, Administrative Assistant (PT)
9. Bus Operators **(3 focus groups)**

Proposed Insight Team

- Project Lead & Consultant/Facilitator: Teri Fisher, CEO & Managing Partner
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C. Data Analysis and Reporting	5.0
D. Management Briefings	1.0 Days
E. Project Meetings and Project Management	1.0-3.0 Days *at a discounted Daily/Hourly Rate

Not to exceed for this project: $50,000

Next Steps

- Solidify scope of work and contract
- Schedule project launch and kick-off meetings
- Identify logistics person for scheduling and begin scheduling 1:1 interviews and listening session/focus groups

INSIGHT
STRATEGIES, INC

As trusted partners...we cultivate greatness in organizations and people by improving performance, affecting culture, and raising the bar.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/14/2026

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

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

PRODUCER	CONTACT NAME: Benita Mahler-Hiner
Centurion Insurance Agency 5776 Stoneridge Mall Rd Suite 120 Pleasanton CA 94588	PHONE (A/C, No, Ext): (925) 828-3700 FAX (A/C, No): (925) 828-6507 E-MAIL ADDRESS: bhiner@centurioninsurance.net

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Insight Strategies, Inc. 2340 Plaza Del Amo Suite 205 Torrance, CA 90501	INSURER A : Hartford Underwriters Ins. Co.	30104
	INSURER B : Travelers Casualty and Surety Company of America	31194
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 25-26 GL, HNOA & PROF **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			57SBABH4RWA	01/20/2025	01/20/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			57SBABH4RWA	01/20/2025	01/20/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 2,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Professional Liability Claims-Made Form			107463959	06/28/2025	06/28/2026	General Aggregate Each Occurrence Retention Each Claim	$1,000,000 $1,000,000 $5,000

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

CERTIFICATE HOLDER

Montebello Bus Lines, City of Montebello
400 S Taylor Ave.
Montebello CA 90640

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Benita Mahler-Hiner

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THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

January 14, 2026

Montebello Bus Lines,
City of Montebello
400 S TAYLOR AVE
MONTEBELLO CA 90640

Account Information:

Policy Holder Details :	**INSIGHT STRATEGIES, INC.**



Contact Us

Need Help?
Chat online or call us at
(866) 467-8730.
We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/14/2026

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PRODUCER	CONTACT NAME:	
SPECIALTY PROGRAM GROUP LLC/PHS 52701927 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC#
INSIGHT STRATEGIES, INC. 2340 PLAZA DEL AMO STE 205 TORRANCE CA 90501-3453	INSURER A: Hartford Fire and Its P&C Affiliates	00914
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	
	☐ OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	☐ ANY AUTO						BODILY INJURY (Per person)	
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	
	☐ DED ☐ RETENTION $							
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A		52 WEC TR7599	01/31/2026	01/31/2027	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE -EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

Montebello Bus Lines,
City of Montebello
400 S TAYLOR AVE
MONTEBELLO CA 90640

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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ITEM # 12

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: **AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4418 TO WEST COAST ARBORISTS, INC. FOR URBAN FOREST MANAGEMENT PLAN GRANT IMPLEMENTATION SERVICES**

DATE: May 27, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Rescind the prior award of the professional services Agreement No. 4419 to TreePeople, Inc. for Urban Forest Management Plan grant implementation services due to the firm's formal withdrawal from the project; and
2. Award Professional Services Agreement No. 4418 to West Coast Arborists, Inc. in the amount of $597,500 payable from Cal Fire grant funds in Account No. 249-30-320-6040.10 (Cal Fire Urban Forestry Management, Public Works, Trees, Contract Services -utside Contracts); and
3. Authorize the City Manager to execute Professional Services Agreement No. 4418 in good faith; and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

On August 13, 2025, City Council adopted Resolution No. 25-11 accepting the State Department of Forestry and Fire Protection (CAL FIRE) Urban Forest Management Plan (UFMP) Grant Agreement No. 8FG23407 in the amount of $777,500. Authorization was also provided to amend the Fiscal Year 2025-26 budget to include appropriations of $777,500 in Account No. 249-30-320-6040.10 (Cal Fire Urban Forestry Management, Public Works, Trees, Contract Services-Outside Contracts).

Staff recommend awarding Professional Services Agreement No. 4418 to West Coast

Arborists, Inc. in the amount of $597,500. There is no change to the approved project budget or grant award amount associated with this consultant substitution.

BACKGROUND/DISCUSSION:

Staff previously requested and received authorization to submit an urban forestry funding application under the California Department of Forestry and Fire Protection's Urban Forestry Program. The Urban and Community Forestry Program works to expand and improve the management of trees and related landscapes throughout California by advancing the development of sustainable urban and community forests.

On September 4, 2025, staff released Request for Proposals (RFP) No. 26-02 for Urban Forest Management Plan services through PlanetBids. The City received three proposals by the September 25, 2025 submission deadline from the following firms: Davey Resource Group, TreePeople, Inc., and West Coast Arborists, Inc.

Following evaluation of the proposals based on qualifications, experience, project approach, references, and cost, TreePeople, Inc. was identified as the most responsive and responsible proposer and was subsequently awarded an agreement by the City Council.

During the early stages of the project, TreePeople formally withdrew from the contract and relinquished its responsibilities under the agreement. To maintain project continuity, preserve the project schedule, and ensure compliance with grant requirements, staff evaluated available alternatives and determined that West Coast Arborists, Inc. (WCA), the next lowest responsive and responsible proposer under RFP 26-02, was qualified to assume the consultant role.

Staff subsequently submitted a grant amendment request to CAL FIRE seeking approval for the consultant substitution and revised project implementation structure. CAL FIRE approval was requested to allow WCA to assume responsibility for implementation of the Urban Forest Management Plan project consistent with the originally approved grant objectives and performance period.

Under the revised structure, WCA will assume responsibility for project management and coordination; completion of a comprehensive public tree inventory utilizing GIS based data management; urban tree canopy assessment utilizing LiDAR or satellite verification; development and adoption support of the Urban Forest Management Plan; community engagement activities; coordination and implementation of planting 500 public shade trees; administration of the distribution of 250 residential trees; establishment and maintenance of newly planted trees; and ongoing data management, reporting, and grant compliance support.

WCA will also provide grant administration and reporting assistance to ensure compliance with all applicable federal and state requirements, including 2 CFR Part 200, USDA regulations, and CAL FIRE grant provisions. The City of Montebello will remain the grantee of record and continue overseeing all contractual, fiscal, and reporting responsibilities.

An urban forest management plan, based on current tree inventory data and analysis of available staffing, equipment, and budgetary resources, is an essential planning tool for protecting and enhancing the City's urban forest. The program supports improved air and water quality, reduced energy consumption, enhanced aesthetics and property values, biodiversity, and expanded habitat opportunities while promoting long-term environmental sustainability and effective urban forest management practices.

The development of a comprehensive urban forest management plan and associated tree inventory utilizing Geographic Information System (GIS) capabilities will provide the City with valuable information regarding tree quantities, locations, conditions, maintenance requirements, and long-term sustainability strategies. This information will assist the City in developing rational maintenance priorities, resource allocation strategies, and future planning efforts for the care and preservation of the urban forest.

For the above-mentioned reasons, staff recommend awarding the professional services agreement to West Coast Arborists, Inc. to draft, manage, and oversee the Urban Forest Management Plan Grant and all associated CAL FIRE grant obligations.

Project performance under Grant Agreement No. 8FG23407 extends from March 26, 2025, through March 31, 2028. The proposed consultant substitution does not modify the overall grant term, approved budget, or core project objectives. The City has formally requested CAL FIRE's review and approval of the consultant substitution and associated scope modification to reflect West Coast Arborists, Inc. as the primary implementation contractor.

If State funding for any fiscal year is reduced or deleted for purposes of the Agreement, the State shall have the option to either cancel the Agreement with no liability occurring to the State, or if possible and desirable, offer an amendment to reflect the reduced funding amount available for the project.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

TreePeople, Inc. formally withdrew from the Urban Forest Management Plan project following their being awarded the original professional services agreement. To maintain project continuity and ensure fulfillment of the City's CAL FIRE grant obligations, staff recommend awarding the agreement to West Coast Arborists, Inc., the next lowest responsive and responsible proposer under RFP 26-02.

The proposed consultant substitution maintains the original intent, scope, deliverables,

and outcomes of the approved project with no change to the approved grant budget. Upon City Council approval, staff will proceed with execution of Agreement No. 4418 and implementation of the recommended actions.

ATTACHMENT(S)

1. Attachment A - West Coast Arborists Professional Services Agreement No. 4418
2. Attachment B - TreePeople Montebello Services Agreement Withdrawal Letter
3. Attachment C - WCA Proposal - WCA Montebello CAL FIRE

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4418
FOR URBAN FOREST MANAGEMENT PLAN GRANT IMPLEMENTATION SERVICES
(RFP No. 26-02)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **May 27, 2026** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and WEST COAST ARBORISTS, INC., (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional to manage and oversee the urban forestry management grant; and

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

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

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

WHEREAS, the CONSULTANT responded to CITY's Request for Proposal dated September 25, 2024 ("RFP No. 26-02") as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference.

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

a. This Agreement comprised of Sections 1 through 25, and its various Exhibits
b. RFP No. 26-02, attached hereto as **Exhibit "A"**
c. Consultant's Response to RFP No. 26-02, attached hereto as **Exhibit "B"**

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

SECTION 2. SERVICES / COMPENSATION.

A. The CONSULTANT shall provide to the CITY those services that are set forth fully in RFP No. 26-02 and Consultant's Proposal, attached hereto as **Exhibit "A and B"** and incorporated fully herein by this reference (hereinafter "Professional Services").

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

C. CONSULTANT shall be compensated in the amount not-to-exceed **Five Hundred Ninety-Seven Thousand and Five Hundred Dollars ($597,500)** (the "Compensation") for the performance of the Professional Services as set forth in **Exhibit "A"**. CONSULTANT shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONSULTANT shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

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

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

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

SECTION 3. TERM.

This Agreement shall commence on **May 27, 2026**, and shall terminate on **March 31, 2028** ("Date of Completion"); unless such deadline is extended in writing by a further agreement between the Parties or the Agreement is terminated sooner as provided in Section 8 herein.

SECTION 4. PERFORMANCE.

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

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

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

d. The CONSULTANT shall have the right to retain, subject to the CITY's approval, additional individuals, consultants or subconsultants to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subconsultants shall be the sole and exclusive responsibility of the CONSULTANT. However, claims for money due or which become due to the CONSULTANT from the CITY under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval.

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

f. The CONSULTANT's Reports or Meetings:

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

ii. The CONSULTANT's Project Manager shall meet with the CITY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

SECTION 5. WORK PRODUCT.

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

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONSULTANT and shall be the CITY's agent with respect to obtaining the CONSULTANT's compliance hereunder.

SECTION 8. TERMINATION.

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

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

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving thirty (30) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

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

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

be the responsibility of the CITY.

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

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

- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit

of no less than $1,000,000 per accident for bodily injury or disease.

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

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

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

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

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

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

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

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

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

i. The CONSULTANT shall provide proof that policies of insurance required

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

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

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

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

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

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

SECTION 21. MISCELLANEOUS.

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

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

c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this

Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

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

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

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

SECTION 22. NOTICE.

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

If to the CITY:	City of Montebello Attn: Raul Alvarez, City Manager 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1200
If to the CONSULTANT:	West Coast Arborists, Inc. Patrick Mahoney, President 2200 E. Via Burton Anaheim, CA 92806 (714) 991-1900 PMahoney@wcainc.com

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS.

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

SECTION 26. RETENTION OF RECORDS/AUDITS.

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

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

a. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

i. No State, Federal, or CITY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this Agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

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

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

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

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

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

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

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

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

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

g. The CONSULTANT, with regard to the work performed under this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall,

on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

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

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

SECTION 29. DEBARMENT AND SUSPENSION CERTIFICATION.

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

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

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

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

SECTION 30. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION.

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

SECTION 31. ENTIRE AGREEMENT.

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

[**SIGNATURE PAGE TO FOLLOW**]

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

("CITY")	("CONSULTANT")
CITY OF MONTEBELLO	**WEST COAST ARBORISTS, INC.**
_____	_____
Raul Alvarez, City Manager	Patrick Mahoney, President
Date: _____	Date: _____

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS

- Exhibit A – RFP No. 26-02
- Exhibit B – Consultant's Proposal to RFP No. 26-02
- Exhibit C –Appendix A

Exhibit “A”

RFP No. 26-02

Exhibit “B”

CONSULTANT’S Response to RFP No. 26-02

Exhibit “C”

APPENDIX A

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the “CONSULTANT”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of

public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

[End of Exhibits]

TreePeople

2/13/2026

Cesar Roldan
Director of Public Works
City of Montebello
Transmitted via email

Dear Mr. Roldan,

TreePeople respectfully withdraws its bid (RFP 26-02) for the Urban Forest Management Plan. As a result, TreePeople will forgo entering into the proposed service agreement (No. 4419) with the City of Montebello.

This decision has been made after careful review of the funding terms in light of recent changes to TreePeople's financial thresholds for new funding agreements. TreePeople remains committed to supporting the City of Montebello's goals to expand and preserve tree canopy and hopes to partner on future endeavors.

If you have any questions or concerns please contact David Pineda Senior Director of Strategy and Impact at dpineda@treepeople.org.

Sincerely,



Casandra Rauser
Chief Executive Officer



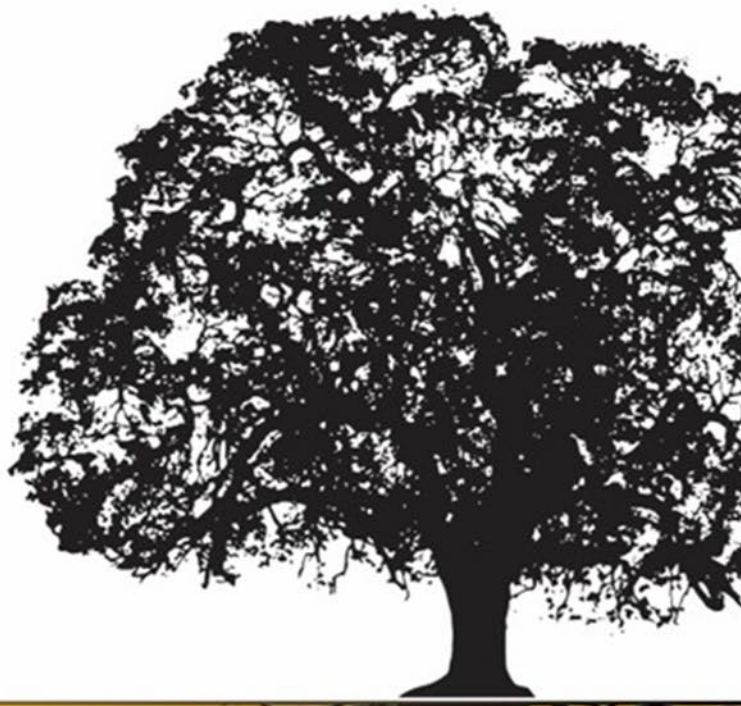
Setting the Gold Standard
by partnering with over 350 communities

City of Montebello

CAL FIRE PROJECT

City of Montebello IRA UCF Grant Agreement # 8FG23407





GROWING:
Greenspace
Communities
Environment

ROOTED IN:
Safety
Experience
Technology

West Coast Arborists, Inc.
WCAINC.COM • (800) 521–3714
LIC #366764 • DIR #1000000956

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April 2, 2026

City of Montebello
Public Works Department
Attn: Cesar Roldan, Director of Public Works Department
1600 W Beverly Boulevard
Montebello, CA 90640

RE: CAL FIRE PROJECT City of Montebello IRA UCF Grant Agreement # 8FG23407

To whom it may concern;

West Coast Arborists, Inc. (WCA) is pleased to submit this proposal to support the City of Montebello in the implementation of the CAL FIRE Urban and Community Forestry (UCF) Grant for development and execution of the City's Urban Forest Management Plan (UFMP).

WCA understands that, following the withdrawal of the original project partner, the City is seeking a qualified firm to assume full responsibility for project implementation, including urban forest planning, community engagement, tree inventory and analysis, planting coordination, and grant administration support. WCA has extensive experience delivering municipal urban forestry programs throughout California and is well-positioned to successfully complete all project deliverables in compliance with CAL FIRE requirements.

Our team is committed to providing a comprehensive, data-driven, and community-informed approach that supports the City's long-term urban forest sustainability goals while ensuring full compliance with state and federal grant requirements.

WCA has a 53-year track record of working for more than 350 California and Arizona municipalities as well as other various agencies. Our company has been in business since 1972 and is licensed by the California State Contractors License Board under license #366764. We have held this license in good standing since 1978. The license specializes in Class C61 (Tree Service), Class C27 (Landscaping), Class C49 (Tree and Palm), and Class C31 (Traffic Control). We currently employ over 100 Certified Arborists and over 155 Certified Tree workers, as recognized by the International Society of Arboriculture. WCA is also registered with the Department of Industrial Relations (DIR) for Public Works projects, our registration number is 1000000956. All work will be performed in-house; no subcontractors will be used.

Our employees will operate from our Anaheim Office located at 2200 E. Via Burton, Anaheim, CA 92806. For questions related to this proposal and who has the authority to negotiate/present please contact Victor Gonzalez, V.P. Business Development, at (714) 991-1900 or at vgonzalez@wcainc.com. Andrew Pineda, GIS Manager, will be assigned to this project should WCA be awarded a contract. He can be reached at (714) 991-1900 or apineda@wcainc.com.

Sincerely,

Patrick Mahoney, President

2. PROJECT UNDERSTANDING & APPROACH

Project Understanding

WCA understands that the City of Montebello's objective is to implement a comprehensive urban forestry program that includes completion of a citywide tree inventory, canopy assessment, development and adoption of a Urban Forest Management Plan (UFMP), and implementation of tree planting and community engagement efforts. The project is funded through CAL FIRE's IRA Urban and Community Forestry Program and requires adherence to strict reporting, compliance, and performance standards. The project must also support long-term urban forest sustainability, increase canopy coverage, enhance climate resilience, and incorporate meaningful community input into planning and implementation.

Project Approach

WCA will complete a comprehensive citywide inventory of public trees in accordance with ISA and CAL FIRE standards. An ISA-Certified Arborist will oversee all field data collection to ensure accuracy and consistency across all public spaces including streets, medians, parks, public facilities, and rights-of-way.

Tree and site data will be collected and cataloged to include species, site type, condition, maintenance recommendations, tree height, and diameter measurements (DBH/DSH). In addition, WCA will identify and map vacant planting sites to support future planting initiatives and strategic canopy expansion.

A canopy assessment will be performed to establish baseline canopy coverage and identify priority planting areas. All inventory and canopy data will be delivered in GIS-compatible formats and integrated into the ArborAccess platform to provide the City with a long-term urban forest management tool.

WCA will develop the City's UFMP using a data-driven and community-informed approach. The plan will incorporate inventory findings, canopy analysis, and stakeholder input to establish long-term goals, management strategies, maintenance standards, and planting priorities.

The UFMP will include draft and final versions for City review and adoption and will align with ISA best management practices and applicable City policies. WCA will also support coordination with City staff and stakeholders throughout the development and adoption process.

WCA will implement a robust community engagement program to support UFMP development and project implementation. This will include community workshops, stakeholder meetings, and surveys to gather input on urban forest priorities, planting preferences, and environmental goals.

Public outreach efforts will also include educational materials and tree care resources to support long-term stewardship and community participation in the City's urban forestry program.

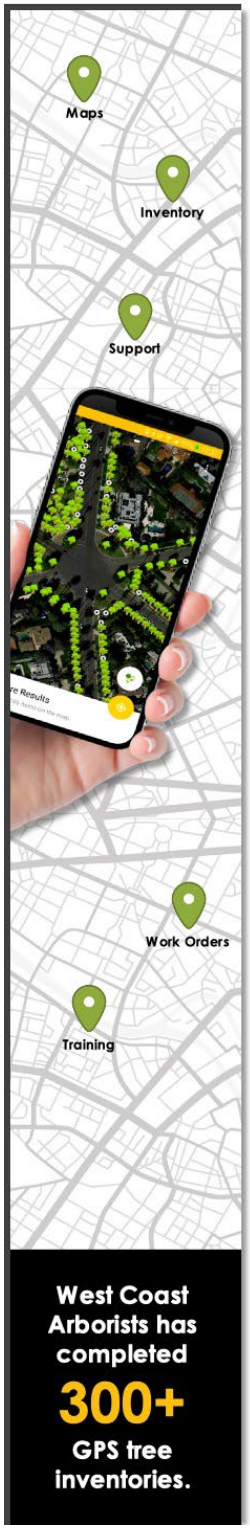
WCA will coordinate the procurement, delivery, and installation of 500 public shade trees in accordance with UFMP priorities and City direction. WCA will also support the distribution of 250 residential trees, including coordination, education, and documentation.

All planting activities will follow industry best practices and will include documentation of tree locations and attributes for integration into the City's inventory and maintenance system.

WCA will provide full project management services, including regular coordination meetings with City staff, schedule management, deliverable tracking, and ongoing communication to ensure project alignment and timely completion. WCA will support the City in meeting all CAL FIRE grant requirements, including preparation of narrative reporting, quarterly and final performance reporting, invoicing support, and documentation required for compliance with 2 CFR Part 200.

WCA will maintain project records, track deliverables and expenditures, and assist the City in responding to any audit, monitoring, or reporting requests associated with the grant

ARBOR ACCESS



ArborAccess

In today's changing financial environment, municipalities must continually search for ways to maximize their budget dollars. Agency staffs are being asked to find "real" long-term solutions and are searching for areas where operations can be performed more effectively and efficiently, or both. One such area is tree maintenance; however, an efficient tree maintenance plan stems from a clear and concise tree inventory.

ArborAccess Features

- **Mobile app**
- **Live data**
- **GIS/GPS mapping**
- **View tree site details**
- **View work history**
- **View invoices**
- **Ease of use**
- **Recycling Reports**

ArborAccess is a versatile tree inventory software that is device agnostic, meaning it can be accessed from any device, including iPads, iPhones, Androids, and Windows devices. It works on any browser, including Chrome, Edge, and Safari. ArborAccess is designed and maintained in- house, ensuring that the software is always up-to-date and functioning optimally. As a product for the customers, by the customers, ArborAccess continuously adds new features and welcomes feedback from users. The collaborative program allows both WCA and customer users to work together to create lists, work orders, and identify trees. Users can also add trees, insert work history, and much more, making ArborAccess a comprehensive solution for tree inventory management.

West Coast Arborists, Inc. (WCA) will provide the following:

- A digitized inventory and assessment database of all trees located within the City locations as directed by Agency staff
- An Arc-view/ArcInfo compatible file in a Windows-based format
- Develop tools that will assist the City in meeting their tree goals
- Provide training for these tools to City staff
- Provide all data developed or created for this project to the City in an electronic editable format
- Produce a final project report (“Inventory Deliverable”)

No subcontractors will be utilized for this project.

Software Training & Capabilities

Our IT Department is based out of our corporate office in Anaheim, CA with regional offices located throughout California and Arizona. Each office has the ability to provide software training to our customers. We are also available to provide training sessions on-site at the customer's discretion. On-site training is proven to be effective as it provides a guided hands-on experience. We offer periodic tree maintenance and management workshops each year. These free workshops are provided to our customers regionally and educate over 250 people annually. Presentations are provided by WCA management staff and complimented with guest speakers in the industry. Certified Arborists and Tree Workers who attend are eligible to receive continuing education credits (CEU's) from the International Society of Arboriculture.

Software Updates/Technical Support

WCA proposes the following:

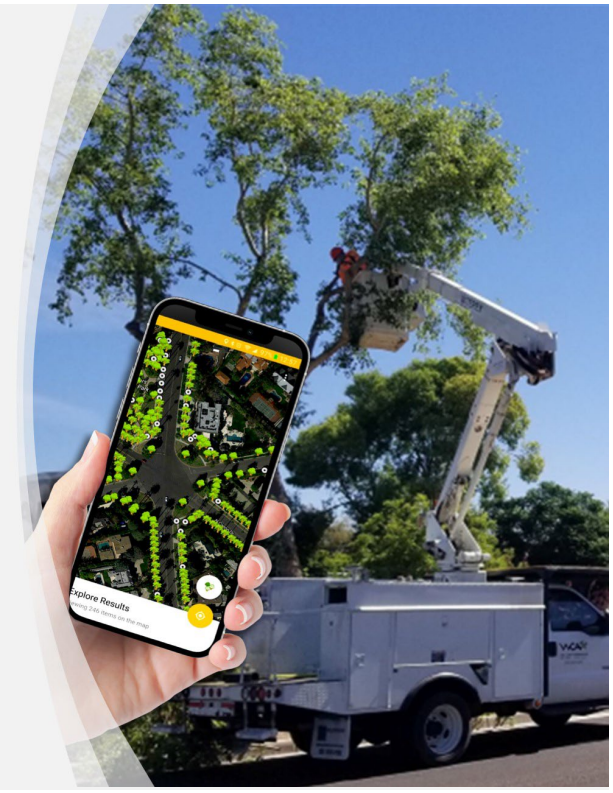
- Unlimited telephone and/or e-mail support to answer questions and aid City staff in the use of the software system.
- Provide training to City staff as needed. Conduct periodic workshops for software users.
- Provide routine maintenance, archive, backup, restore, and disaster recovery procedures upon request from the City. Provide upgrades upon release from WCA.

Software Capabilities:

- Compatible with the City's existing and future versions of ESRI ArcGIS
- Support for Windows and OS products within the current City standards
- Multi-seat capability
- Assignable rights for various levels of access
- Management and reporting capabilities
- Work order capability
- Import and export historical service data
- Specifically written for urban forest management.
- Ability to export all fields for interaction with other future Asset Management software
- Web-based and app based
- Universally compatible with Android, Windows, Google, etc.
- Map-based
- Ability to query any data field attribute such as, species, dbh, location, condition, etc.

Sample Management Tools: Detailed Tree Site Characteristics

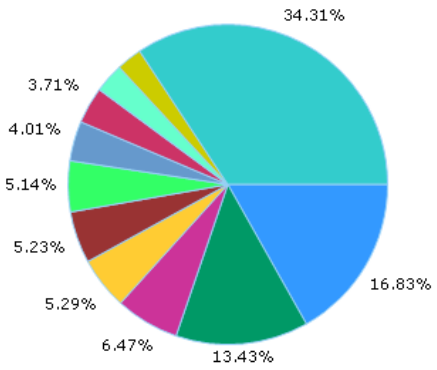
The advanced technology provides a valuable tool to urban forestry professionals by displaying specific tree site information along with a representative photograph of the species type and a recommended maintenance field. ArborAccess' built-in quality control features assist in data accuracy. As maintenance is performed, the work history is updated and accompanied with bi-weekly invoices. This process eliminates the need for dual-inputting and helps keep the tree inventory current and accurate.



Sample: Species Frequency Report

The Species Frequency report can assist your Agency in identifying the tree population within the urban forest. This type of information is valuable in the event of an insect infestation, deadly disease, or even estimating future maintenance costs. In addition, an analysis can be performed to evaluate the history of the performance of a particular species within your Agency.

	Botanical	Common	Total	Pct.	Estimated Value
	Washingtonia filifera	CALIFORNIA FAN PALM	2,081	16.83%	$22,184,190.00
	Washingtonia robusta	MEXICAN FAN PALM	1,661	13.43%	$4,323,390.00
	Parkinsonia florida	BLUE PALO VERDE	800	6.47%	$2,922,470.00
	Acacia stenophylla	SHOESTRING ACACIA	654	5.29%	$1,405,490.00
	Phoenix dactylifera	DATE PALM	647	5.23%	$3,509,270.00
	Acacia aneura	MULGA	635	5.14%	$938,560.00
	Chilopsis linearis	DESERT WILLOW	496	4.01%	$1,303,240.00
	Prosopis chilensis	CHILEAN MESQUITE	459	3.71%	$4,097,190.00
	Vachellia farnesiana	SWEET ACACIA	370	2.99%	$2,068,530.00
	Olneya tesota	IRONWOOD	320	2.59%	$1,591,670.00
	Other	OTHER	4,243	34.31%	$13,765,410.00
	Total Trees		**12,366**	**100%**	**$58,109,410.00**



3. RELEVANT EXPERIENCE

CITY OF NORWALK **SINCE 1999**

WCA updated the City's inventory and existing Urban Forest Management Plan to incorprate current ASI A300 standards and ISA Best Management practices. WCA also provides routine tree maintenance services such as pruning, removals, planting, and other arborist services.

Contact: David Beltran, PW Supervisor

12700 Norwalk Blvd., Norwalk, CA 90650 ~ (562) 445-2339 ~ dbeltran@norwalkca.gov

BUDGET: $618,000 (Annually)

CITY OF MONTEREY PARK **SINCE 1997**

WCA provides annual services of tree maintenance as needed within the city. Work includes watering, trimming, pruning, planting, removal and replacement of trees and plants and is routine, recurring and usual. WCA maintains all tree maintenance records in ArborAccess.

Contact: Xochitl Tipan, Public Works Manager

320 W. Newmark Ave., Monterey Park, CA 91754 ~ (626) 307-1291 ~ xtipan@montereypark.ca.gov

BUDGET: $670,000 (Annually)

CITY OF ALHAMBRA **SINCE 1997**

WCA performs tree maintenance in several areas including blocks, medians, trails, facilities and parks. WCA assisted the City in developing a Master Plan for the urban forest. In 2012 the GPS inventory was updated to reflect the circumstantial changes effected by the storm damage in 2011. The City's tree population is over 18,500 trees.

Contact: Janell Mathani, Urban Forest Administrator

111 S. First Street, Alhambra, CA 91801 ~ (626) 308-4874 ~ jmithani@cityofalhambra.org

32B**ANNUAL BUDGET: $800,000**

COMPANY INFORMATION
President: Patrick Mahoney

Organization Type: Corporation

Established: 1972

Federal Tax ID: 95-3250682

DIR Registration: 1000000956

Members of Laborers' Union: LiUNA!

SAM Entity ID: CFJMVMJ9NSD1

Website: wcainc.com

CORPORATE OFFICE
2200 E. Via Burton St.

Anaheim, CA 92806

REGIONAL OFFICES
Escondido, CA

Fresno, CA

Indio, CA

Ontario, CA

Phoenix, AZ

Riverside, CA

Sacramento, CA

San Diego, CA

San Jose, CA

San Francisco, CA

Santa Clarita, CA

Stockton, CA

Ventura, CA

CONTRACT ADMINISTRATION
Victor Gonzalez, Vice President

Corporate Office

Phone (714) 991-1900

Fax (714) 956-3745

Email: vgonzalez@wcainc.com

FIELD MANAGEMENT
Tim Crothers, PHC Manager

Corporate Office

Phone (714) 991-1900

Fax (714) 956-3745

Email: tcrothers@wcainc.com

EMERGENCY RESPONSE 24/7

1-800-LIMB-DOWN

Firm Qualifications

WEST COAST ARBORISTS, INC. (WCA)

is a family-owned and operated union company employing over 1,300 full-time employees providing tree maintenance and management services. We are proudly serving over 350 municipalities and public agencies. We provide superior and safe tree care operations seven days a week, 24 hours a day throughout California, Arizona, Texas, and New Mexico.

OUR VISION

As a corporate citizen, WCA's responsibility and accountability are to the communities where we do business. We hold ourselves to the highest standards of ethical conduct and environmental responsibility, communicating openly with our customers and the communities in which we work. It is our goal and vision to lead the industry in state-of-the-art urban tree care and management services.

100% CUSTOMER SATISFACTION

Customer satisfaction is our top priority. We guarantee your complete satisfaction with every facet of our services. Our dedication to customer service has earned WCA a reputation unrivaled in the industry for dependability, integrity, quality, and courtesy. We authorize our employees to do whatever is necessary to achieve the highest quality results. We know that high quality work saves our customer's valuable time and is far more cost effective if we do our work properly the first time. We are committed to courteous and prompt customer service to fully resolve any issue.



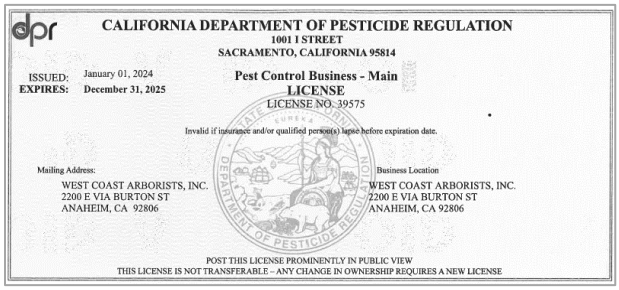
Corporate Capabilities

West Coast Arborists, Inc., is committed to successfully completing each project in accordance with the specifications, budget, schedule and with the highest quality of service. Our customers' satisfaction is a direct result of our means to carry out each project. Listed below are some of our corporate capabilities, which not only provide a sense of comfort and confidence to our customers, but also assure them of our continuous ability to carry out the duties of managing their urban forest.

- In business continuously and actively since 1972
- Contractor's License C61/D49, C49, C27, C31, C21, A & B
- Over $8,500,000 line of credit available
- Annual financial audits available upon request
- Bonded by ARCH, an A+ rated company
- 1,300+ employees
- 350+ contracts with public agencies
- 100+ Certified Arborists
- 155+ Certified Tree Workers
- Drug-free workplace
- 14,000 sq. ft. company-owned Headquarters (Anaheim)
- Department of Agriculture Nursery license
- Avg. 712,000 trees **pruned** annually over past 3 yrs
- Avg. 46,000 trees **removed** annually over past 3 yrs
- Avg. 20,000 trees **planted** annually over past 3 yrs
- Avg. 250,000 trees **inventoried** annually over past 3 yrs
- Fully insured with insurance up to $25 million
- Federal Tax ID #95-3250682, current on all taxes and fillings with state and federal government
- Sales volume over $220 million annually
- Fleet of approximately 1,700 pieces of equipment

Active Memberships:

Tree Care Industry Association (TCIA)
International Society of Arboriculture (ISA)
League of California Cities (LCC)
California Parks & Recreation Society (CPRS)
Association of California Cities| –Orange County (ACCOC)
Maintenance Superintendents Association (MSA)
California Landscape Contractors Association (CLCA)
Street Tree Seminar (STS)
California Urban Forest Council (CaUFC)
American Public Works Association (APWA)
Western Chapter International Society of Arboriculture (WCISA)



CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION
1001 I STREET
SACRAMENTO, CALIFORNIA 95814

ISSUED: January 01, 2024
EXPIRES: December 31, 2025

Pest Control Business - Main
LICENSE
LICENSE NO. 39575

Invalid if insurance and/or qualified person(s) lapse before expiration date.

Mailing Address:
WEST COAST ARBORISTS, INC.
2200 E VIA BURTON ST
ANAHEIM, CA 92806

Business Location
WEST COAST ARBORISTS, INC.
2200 E VIA BURTON ST
ANAHEIM, CA 92806

POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW
THIS LICENSE IS NOT TRANSFERABLE – ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE



STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

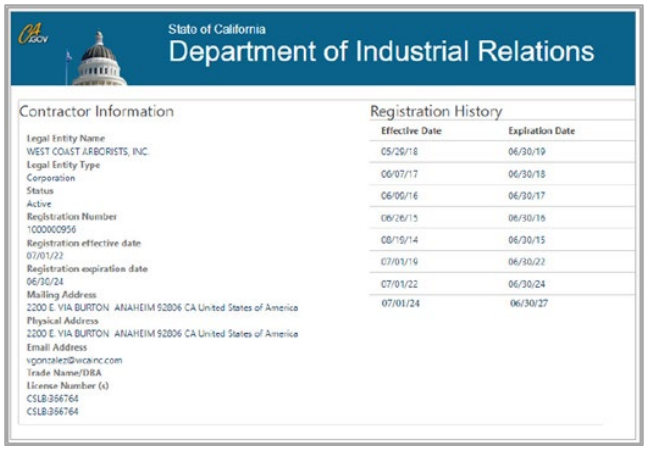
License Number 366764 Entity CORP

Business Name WEST COAST ARBORISTS INC

Classification(s) C61/D49 C27 A C21 B C31 C49

Expiration Date 12/31/2026

www.cslb.ca.gov



State of California
Department of Industrial Relations

Contractor Information

Legal Entity Name
WEST COAST ARBORISTS, INC.
Legal Entity Type
Corporation
Status
Active
Registration Number
1000000956
Registration effective date
07/01/22
Registration expiration date
06/30/24
Mailing Address
2200 E. VIA BURTON ANAHEIM 92806 CA United States of America
Physical Address
2200 E. VIA BURTON ANAHEIM 92806 CA United States of America
Email Address
vgonzalez@wcainc.com
Trade Name/DBA
License Number (s)
CSLB:366764
CSLB:366764

Registration History

Effective Date	Expiration Date
05/29/18	06/30/19
06/07/17	06/30/18
06/06/16	06/30/17
06/26/15	06/30/16
08/19/14	06/30/15
07/01/19	06/30/22
07/01/22	06/30/24
07/01/24	06/30/27

Key Staff and Team



GONZALO REGALADO — Area Manager

Gonzalo Regalado has over 20 years' experience in the tree care industry as he joined WCA, Inc. in 2002. During his career, he has earned many promotions within the company; from Groundman to Tree Trimmer to Foreman to Supervisor and now as Area Manager. He has achieved necessary certifications and completes continued education units to maintain his credentials. As an Area Manager, he will be the Agency's main point of contact as he is responsible for providing customer service, estimating work, while managing filed operations and crews throughout the Southeast Los Angeles region. His experience includes managing large contracts such as City of Bell, City of Pico Rivera, City of Santa Fe Springs, and the City of Whittier.

- **ISA Certified Arborist/Tree Worker Climber Specialist #WE-9952AT**
- **TCIA Certified Treecare Safety Professional (CTSP) #03952**
- **ATSSA Traffic Control Technician #459653**



JOSE DELREAL — Area Supervisor

Jose DelReal has over 10 years' experience working with WCA and currently supervises more than 35 employees in the Southeast Los Angeles region. Responsibilities of the Project Supervisor includes assisting the Area Manager in scheduling, overseeing the crew's daily activities, employee training programs and ensuring proper safety procedures are being followed. Regular communication with the customer and citizens can be expected as related to scheduling, work being performed and any other inquiries that may arise while on the job site.

- **ISA Certified Arborist/ Tree Worker Climber #WE-11231AT**
- **TCIA Certified Treecare Safety Professional (CTSP) #3514**
- **ISA Tree Risk Assessment Qualified**
- **TLC Wildlife Aware**



DAIZY CASTRO — Customer Service Rep.

As the CSR (Customer Service Representative), Daizy Castro is responsible for providing support to the Area Manager, Site Supervisor and crew. She is to act as a liaison between the company and it's clients as well as the general public. Ms. Castro is responsible for responding to customer service inquires and facilitating contracting functions, such as: mapping, underground service alert, data entry, field book preparation, list preparation, etc.



ANDREW PINEDA — GIS Manager

Andrew Pineda has been with WCA since 2018 and is an ISA Certified Arborist. As WCA's GIS Manager, he works on a wide range of projects including tree inventories scope and collection, iTree analysis, tree canopy assessments, tree planting prioritization, ArborAccess training, grant funded tree planting projects, and much more. He was worked with tree inventories of all sizes from small campus inventories with less than 5,000 trees to large California cities with over 140,000 trees. He has in-depth knowledge and understanding of tree inventories, urban forestry best practices, and spatial data and works closely with office and field personnel to ensure tree inventories, reports, and analysis exceed customer expectations.

- **ISA Certified Arborist #WE-12738A**
- **M.S. Geographic Information Science (GIS), CSU Long Beach**
- **B.A. Environmental Science, Boston University**
- **FAA UAS Part 107 Remote Pilot**











4. PROPOSED SCOPE OF SERVICES

West Coast Arborists, Inc. proposes to perform all services necessary to complete the Urban Forest Management Plan project in accordance with CAL FIRE Grant Agreement No. 8FG23407 and the City's project requirements.

Deliverables

WCA will provide the following deliverables:

- Complete citywide public tree inventory and vacant site assessment
- LiDAR-based canopy assessment and analysis
- GIS-compatible data deliverables and integration into ArborAccess or equivalent platform
- Community engagement program including workshops, surveys, and outreach materials
- Draft and final Urban Forest Management Plan for City review and adoption
- Procurement, delivery, and installation of 500 public shade trees
- Coordination and support for distribution of 250 residential trees
- Documentation of all planting and maintenance activities for integration into City systems
- Ongoing project management, coordination meetings, and progress reporting
- Support for grant administration, including quarterly reporting, financial documentation, and compliance tracking

Compliance and Timeline

WCA acknowledges that the project performance period extends through March 31, 2028 and will adhere to all project milestones, reporting deadlines, and grant requirements established by CAL FIRE.

All work will be performed in compliance with applicable federal, state, and local regulations, including 2 CFR Part 200, CAL FIRE grant guidelines, and ISA and ANSI A300 standards. WCA will support the City in maintaining compliance with all reporting, financial, and audit requirements throughout the duration of the project.

5. CONFLICT OF INTEREST STATEMENT

West Coast Arborists, Inc. has no conflict of interest.

6. COST PROPOSAL – SEPARATE FILE

Appendix “B”

Cost Proposal

Budget Item	Description	Total
Long-Term Tree Care	Provides establishment and maintenance care for newly planted public trees during the project period. Services include watering, mulching, pruning, inspection, and corrective maintenance to ensure tree survival and healthy growth. Work will be performed in accordance with ISA and CAL FIRE standards.	$ 240,000.00
Tree Distribution	Includes procurement and distribution of 250 residential trees to community members. This task also covers coordination of distribution events, resident education, and provision of tree care guidance and materials. Participants will receive instructions to support proper planting and long-term tree stewardship.	$ 45,000.00
Tree Planting	Covers procurement, delivery, and installation of 500 public shade trees in accordance with project specifications. Work includes site verification, species selection, planting, and initial establishment activities. All planting will align with UFMP priorities and best management practices.	$ 242,500.00
Urban Forest Management Plan Engagement	Supports community outreach and stakeholder engagement necessary to inform the UFMP. This includes workshops, surveys, and public meetings to gather input on urban forest priorities and needs. Results will be documented and incorporated into plan development.	$ 15,000.00
Urban Forest Management Plan Creation, Drafting, and Adoption	Includes development of the City’s Urban Forest Management Plan based on inventory data, canopy analysis, and community input. Work involves drafting, review, revision, and preparation of the final plan for City adoption. The UFMP will provide long-term guidance for urban forest management and policy alignment.	$ 55,000.00
Tree Inventory Update		$ -
Total Proposal Amount		**$ 597,500.00**

ITEM # 13

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: **FISCAL YEAR 2026-27 CONFIRMATION OF ANNUAL TAX RATE FOR VOTER APPROVED INDEBTEDNESS**

DATE: May 27, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Review and adopt the attached resolution establishing property tax override rates on voter approved indebtedness for retirement expenditures for the Fiscal Year 2026-27; and,
2. Direct staff to forward the resolution to the Los Angeles County Auditor Controller within the required time limit; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Voters in the City of Montebello have twice approved a property tax override (PTO) rate to fund the City's participation in the California Public Employees Retirement System (PERS). This voter approved property tax override revenue is utilized to fund annual debt service on the Series 2020 Pension Obligation Bonds (POBs) (issued in June 2020 to retire the City's unfunded actuarial liability) as well as pay for all ongoing pension related costs.

The table below presents historical actuals and the Fiscal Year 20267-27 proposed (forecasted) revenue in Fund 205 (Retirement Fund):

	2021-22 Actual	2022-23 Actual	2023-24 Actual	2024-25 Actual	FY 2025-26 ADOPTED BUDGET	FY 2026-27 PROPOSED BUDGET
Property Tax	14,492,136	16,043,183	16,328,534	17,787,654	17,500,000	20,340,000
Other Revenue	175,071	486,987	847,615	310,222	230,000	80,000
	14,667,207	**16,530,170**	**17,176,149**	**18,097,876**	**17,730,000**	**20,420,000**

As the table above shows, the FY 2021-22 actuals were $14.667 million, FY 2022-23 actuals of $16.530 million, FY 2023-24 actuals of $17.176 million and FY 2024-25 actuals were $18.098 million. The majority of that revenue is from property tax assessments – inclusive of former redevelopment agency project areas. For FY 2026-27, the projected revenue for the Retirement Fund is $20.420 million. Using actuals from FY 2021-22 to 2024-25, the average year-over-year change in revenue has been 7.3%. The FY 2026-27 budget forecasts a 12.8% increase over FY 2024-25 -- primarily due to the increased assessed value from the Metro Heights development.

The attached resolution (Attachment A) sets the property tax override rate and allows it to be assessed for FY 2026-27. In turn, the revenue collected will be utilized for the purposes for which it was established: paying all expenses related to the City's contract with PERS to provide retirement benefits to its safety and miscellaneous employees as well as pay the annual debt service on the Series 2020 POBs.

BACKGROUND/DISCUSSION:

Voters in the City of Montebello have twice approved a property tax override (PTO) rate to fund the City's participation in the California Public Employees Retirement System (PERS). Elections were first held on July 9, 1946, initially establishing the PTO. A second vote was held on March 2, 1976, affirming the property tax override rate. The City Council subsequently adopted Ordinance No. 2148 in 1996, which codified the tax rate at $0.197875 per $100 of assessed valuation (City of Montebello Municipal Code Section 3.28.020).

The revenue from the property tax override can only be used to pay for retirement system related expenses. The City records receipt of these revenues – collected through the annual property tax assessment process managed by the County of Los Angeles – in a special fund (Fund 205). The revenues received are used to pay the annual unfunded actuarial liability (UAL) and normal cost (i.e., ongoing) expenses to PERS.

On May 13, 2020, the City Council approved the issuance of $154 million in Pension Obligation Bonds (POBs) to address Montebello's pension related unfunded actuarial liability (UAL). The issuance of the POBs extinguished the existing UAL, as of the June 30, 2018 actuarial valuation report. The PTO revenue is utilized to pay the annual debt service on the POBs, as well as all normal cost expenses and future UAL bases established by subsequent actuarial valuations.

The County of Los Angeles Auditor-Controller requires the City of Montebello to submit an approved resolution each year that shows the setting of the rate. The attached resolution (Attachment A with Exhibit A) fulfills this requirement and allows the rate to be

placed on property tax statements. There is no change to the rate, it remains fixed at $0.197875 per $100 of assessed value.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Employee retirement expenditures by the City are funded through voter-approved indebtedness authorized by elections held on July 9, 1946 and March 2, 1976. The proposed tax rate of $0.197875 was set by Montebello Municipal Code Section 3.28.020, adopted by the City Council in 1996. There is no change to this tax rate for Fiscal Year 2026-27, it remains the same as previous years.

The resolution (Attachment A) setting the override tax rates must be submitted to the Los Angeles County Auditor Controller's office at the beginning of each fiscal year in order for the tax rate to be placed on the property rolls. Assessing the property tax override will allow the City to meet its obligations to bond holders, paying annual debt service on the $154 million in POBs issued in 2020.

The retirement expenditures will be paid solely from the Retirement Special Revenue Fund (Fund 205), as codified in Montebello Municipal Code section 3.28.020. No General Fund revenues will be used to pay for the retirement expenditures.

ATTACHMENT(S)

1. ATTACHMENT A - Resolution Annual Property Tax Rate Retirement FY 2026_27, 05_27_2026
2. EXHIBIT A - FY 2026_27 Retirement Pension Tax Override Rate For Districts

RESOLUTION NO. 26-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO FIXING THE RATE OF TAXES AND LEVYING TAXES FOR THE FISCAL YEAR BEGINNING JULY 1, 2026

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

SECTION 1. That for the purpose of raising the sums of money necessary to be secured by taxation upon the taxable property in the City of Montebello, as a revenue to pay the indebtedness of said City for the fiscal year beginning July 1, 2026, the rates for the different portions of said City are hereby fixed and taxes are hereby levied on all taxable property in the different portions of said City for the fiscal year beginning July 1, 2026, in the number of cents upon One Hundred Dollars of the assessed value of said property as assessed and equalized in the manner prescribed by law, and for the purposes set forth in the following table, the taxes levied upon property in each portion of said City hereinafter described and designated by a district number which is prefixed to the description of such portion of said City as hereinafter stated:

TAXATION DISTRICT NO. 1. Consisting of all that portion of the City of Montebello not included in Taxation District Numbers 1, 2, 3, 13, 2S, MB Hills 1, MB Hills 3, Commerce RD PR 1, MB Hills 76 Annex 1, 1 MERP and 2 MERP.

TAXATION DISTRICT NO. 2. Consisting of all that territory annexed to the City of Montebello in the following annexation proceedings:

(1) “Annexation No. 2 (Link Belt)”, annexed by Ordinance No. 869, adopted on February 11, 1960, effective date, March 14, 1960;
(2) “Annexation No. 3 (Bethlehem Steel)”, annexed by Ordinance No. 868, adopted on February 11, 1960, effective date, March 14, 1960;
(3) “Annexation No. 4 (Conier)”, annexed by Ordinance No. 886, adopted on February 11, 1960, effective date, March 14, 1960;
(4) “Annexation No. 10”, annexed by Ordinance No. 968, adopted on November 21, 1961, effective date, December 22, 1961, and
(5) “Annexation No. 127”, annexed by Ordinance No. 998, adopted on November 26, 1962, effective date, December 27, 1962.

TAXATION DISTRICT NO. 3. Consisting of all that territory annexed to the City of Montebello in the following annexation proceedings:

(1) “Annexation No. 1, 1A”, annexed by Ordinance No. 1025, adopted on June 25, 1963, effective date, July 26, 1963;
(2) “Annexation No. 13”, annexed by Ordinance No. 1026, adopted on June 25, 1963, effective date, July 26, 1963;
(3) “Annexation No. 17”, annexed by Ordinance No. 1027, adopted on June 25, 1963, effective date, July 26, 1963;
(4) “Annexation No. 18”, annexed by Ordinance No. 1118, adopted on February 24, 1965, effective date, March 27, 1965;
(5) “Annexation No. 19”, annexed by Resolution No. 8150, adopted on February 27, 1967, effective date, March 23, 1967;
(6) “Annexation No. 21”, annexed by Ordinance No. 1304, adopted on August 12, 1968, effective date, September 12, 1968;
(7) “Annexation No. 23”, annexed by Resolution No. 9157, adopted on August 10, 1970, effective date, August 21, 1970;
(8) “Annexation No. 25”, annexed by Ordinance No. 1463, adopted on November 27, 1972, effective date, December 28, 1972;
(9) “Annexation No. 27”, annexed by Ordinance No. 1509, adopted on October 29, 1973, effective date, November 29, 1973;
(10) “Annexation No. 29”, annexed by Resolution No. 78-3, adopted on January 9, 1978, effective date, May 17, 1978;
(11) “Annexation No. 30-A”, annexed by Resolution No. 79-2, adopted on January 8, 1979, effective date, February 2, 1979; and

(12) "Annexation No. 31", annexed by Resolution No. 79-91, adopted on June 25, 1979, effective date, July 18, 1979.

ASSESSED VALUATIONS AS OF FISCAL YEAR 2025-26:

TAXATION DISTRICT NO. 1	5,399,834,978
TAXATION DISTRICT NO. 2	24,833,848
TAXATION DISTRICT NO. 3	342,877,644
TAXATION DISTRICT NO. 1s	565,108,345
TAXATION DISTRICT NO. 2s	81,889,109
TAXATION DISTRICT NO. MB HILLS 1	1,069,324,148
TAXATION DISTRICT NO. MB HILLS 3	554,667,977
TAXATION DISTRICT NO. MB HILLS 76 ANNEX 1	178,217,370
TAXATION DISTRICT NO. 1 MERP	751,058,758
TAXATION DISTRICT NO. 2 MERP	29,053,752

TAX RATES FOR THE ABOVE TAXATION DISTRICTS LISTED IN ATTACHMENT A

SECTION 2. That the City Clerk shall attest and certify the passage and adoption of this resolution and it shall become effective immediately upon its approval.

APPROVED AND ADOPTED THIS 27TH DAY OF MAY 2026

_____
Georgina Tomayo, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution 26-37 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 27th day of May, 2026 and that said resolution was adopted by the following vote, to wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

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

_____
Christopher Jimenez, City Clerk

EXHIBIT A TO ATTACHMENT A

	DIST. #1	DIST. #2	DIST. #3	DIST. #1s	DIST. #2s	DIST. #MB Hs 1	DIST. #MB Hs 3	MB HILLS 76 ANNEX	DIST. #1 MERP	DIST. #2 MERP
STATE RETIREMENT FUND OBLIGATION OF THE CITY TO THE STATE EMPLOYEES RETIREMENT OF CITY EMPLOYEES AUTHORIZED AT ELECTIONS HELD ON JULY 9, 1946 AND MARCH 2, 1976.	0.197875	0.197875	0.197875	0.197875	0.197875	0.197875	0.197875	0.197875	0.197875	0.197875
TOTAL	**0.197875**	**0.197875**	**0.197875**	**0.197875**	**0.197875**	**0.197875**	**0.197875**	**0.197875**	**0.197875**	**0.197875**

ITEM # 14

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: **AWARD AGREEMENT NO. 4484 TO VOLTAIRE ENGINEERING, INC. FOR CHET HOLIFIELD COMMUNITY GARDEN PROJECT (CP 945)**

DATE: May 27, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Award Agreement No. 4484 to Voltaire Engineering, Inc. for the Chet Holifield Community Garden Project (Sign) (CP 945) as the most responsive, responsible bidder for the amount of $342,879 payable from Account No. 221-70-744-6040.10 (Measure A Local, Parks and Recreation, Parks and Rec Capital Projects, Contract Services-Outside Contracts) and Account No. 250-70-744-6040.10 (Park Development, Parks and Recreation, Parks and Rec Capital Projects, Contract Services-Outside Contracts); and
2. Approve a 10% construction contingency in the amount of $34,287; and
3. Amend the Fiscal Year 2025-26 budget by increasing appropriations by $77,166 in Account No. 250-70-744-6040.10 (Park Development, Parks and Recreation, Parks and Rec Capital Projects, Contract Services-Outside Contracts); and
4. Authorize the City Clerk's Office to release all-other bidders' bonds; and
5. Authorize the City Manager to execute the Agreement No. 4484 and all change orders in good faith; and
6. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Staff recommend awarding Agreement No. 4484 to Voltaire Engineering, Inc. as the most responsive and responsible bidder for the amount of $342,879, which will award the base bid and alternative bid. Additionally, a 10% construction contingency in the amount of $34,287 is requested in the event of any unforeseen unaccounted costs, risks, events,

or changes in scope that may affect the project's cost over the course of its life, bringing the total contract amount to $377,166.

Funding for this project will be distributed as follows: $300,000 from Account No. 221-70-744-6040.10 (Measure A Local, Parks and Recreation, Parks and Rec Capital Projects, Contract Services-Outside Contracts) and $77,166 in Account No. 250-70-744-6040.10 (Park Development, Parks and Recreation, Parks and Rec Capital Projects, Contract Services-Outside Contracts). The recommended actions require amending the Fiscal Year 2025-26 budget by increasing appropriations by $77,166 in Account No. 250-70-744-6040.10. The $300,000 in appropriations was included in the adopted Fiscal Year 2025-26 budget in Fund 221, therefore no budget amendment is needed to utilize Measure A (Parks) funding.

BACKGROUND/DISCUSSION:

Community gardens play an important role in enhancing the quality of life in the City of Montebello by promoting public health, strengthening community connections, and supporting the City's sustainability and equity goals. These shared spaces provide residents with access to fresh, affordable produce, encourage healthy lifestyles through outdoor activity, and create opportunities for neighbors of all ages and backgrounds to engage with one another. In addition, community gardens contribute to environmental stewardship by improving air quality, supporting pollinators, and transforming underutilized spaces into attractive, active community assets that promote neighborhood pride and positive use of public areas.

The Notice Inviting Bids (NIB) was published on April 10, 2026, in a local newspaper of general circulation. Bidders accessed the contract specifications via PlanetBids. Bids were received electronically via PlanetBids on May 6, 2026. The following is the tabulation based on the order of when the bids were received:

Base Bid

	Contractors	Total
1	Prestige Prime Engineering	$291,240
2	Voltaire Engineering, Inc.	$317,879
3	OrangeBlue General Contractor, Inc.	$368,790
4	Kasa Construction, Inc.	$418,340
5	Ironwave Builders	$442,483
6	ProWest Engineering, Inc.	$528,875

Alternate Bid

	Contractors	Total
1	Prestige Prime Engineering	$307,540
2	Voltaire Engineering, Inc.	$342,879
3	OrangeBlue General Contractor, Inc.	$383,290
4	Kasa Construction, Inc.	$440,840
5	Ironwave Builders	$456,008
6	ProWest Engineering, Inc.	$532,725

The bid analysis was conducted to ensure that the most responsive, responsible bid met all state and local requirements. Staff determined that the lowest bidder omitted the costs associated with surveying and materials testing from their bid submission. Staff contacted the bidder to clarify whether these services would be self-performed. However, the bidder confirmed that subcontractors would have been required to perform the surveying and materials testing services. As these required costs were not included in the bid proposal, the bid was determined to be nonresponsive.

Based on the analysis, staff recommendation is to award Voltaire Engineering, Inc. the agreement (Attachment A) for this project as the most responsive, responsible bidder. The remaining bid proposals are available in the City Clerk's Office for review and the itemized bid results for comparative analysis are included in Attachment B.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend the City Council award Agreement No. 4484 (Attachment A) to Voltaire Engineering, Inc. for the Chet Holifield Community Garden Project (CP 945) as the lowest responsive and responsible bidder in the amount of $342,879; and, approve a construction contingency in the amount of $34,287, bringing the total project budget to $377,166; amend the Fiscal Year 2025-26 budget by increasing appropriations by $77,166 in Account No. 250-70-744-6040.10 (Park Development, Parks and Recreation, Parks and Rec Capital Projects, Contract Services-Outside Contracts); authorize the City Clerk to release the bid bonds of all unsuccessful bidders; and authorize the City Manager to execute Agreement No. 4484 and approve change orders as necessary for the completion of the project.

ATTACHMENT(S)

1. Attachment A - Construction Contract No. 4484 Voltaire Engineering
2. Attachment B - CP 945 Rebid Results

PUBLIC WORKS AGREEMENT NO. 4484
WITH VOLTAIRE ENGINEERING INC.

THIS STANDARD PUBLIC WORKS AGREEMENT ("AGREEMENT") is made and entered into on May 27, 2026, ("Effective Date") by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and VOLTAIRE ENGINEERING INC., a California corporation ("CONTRACTOR"). The CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to establish a community garden to enhance the quality of life in the CITY by promoting public health, strengthening community connections, and supporting the City's sustainability and equity goals.

WHEREAS, the CITY duly advertised a Notice Inviting Bids on April 10, 2026, for the Chet Holifield Community Garden Project (CP 945) ("PROJECT").

WHEREAS, on May 27, 2026, the City Council accepted the bid of CONTRACTOR as the lowest responsible, responsive bid received and directed that a written contract be entered into with CONTRACTOR for the PROJECT.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND CONTRACT DOCUMENTS

a. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, the ("CONTRACT DOCUMENTS") for the PROJECT shall consist of the Notice Inviting Sealed Bids, the Instructions to Bidders, Bidders Proposal, Addendums, CONTRACTOR's Bid for the PROJECT, Scope of Work, general specifications and all referenced specifications, details, standard drawings, and appendices, together with this Agreement and all required bonds, and insurance certificates. All of the CONTRACT DOCUMENTS are intended to complement the other documents so that any work called for in one, and not mentioned in the others, or vice versa, is to be executed the same as if mentioned in all of said documents. The CONTRACT DOCUMENTS are incorporated herein by this reference and made part hereof as though they were fully set forth herein.

b. In case any of the CONTRACT DOCUMENTS conflict with each other, the order of preference for the CONTRACT DOCUMENTS is:

1. This AGREEMENT and its Exhibits and or Attachments, including any and all addenda or supplemental agreements.
2. Appendices

3. Standard drawings
4. Details
5. Special Provisions, if any
6. Addendums
7. General Specifications and all referenced specifications
8. Bidders Proposal
9. Instructions to Bidders
10. Notice Inviting Sealed Bids

SECTION 2. THE WORK

For and in consideration of the payments and agreements to be made and performed by the CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the PROJECT and to fulfill all other obligations as set forth in the CONTRACT DOCUMENTS.

SECTION 3. TERM; AND TIME FOR COMPLETION

a. This Agreement shall expire on December 31, 2026, unless terminated earlier as hereinafter provided. This Agreement may be extended up to a six (6) month period upon such terms and conditions mutually agreed upon by the Parties in writing.

b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed.

SECTION 4. COMPENSATION

CONTRACTOR hereby agrees to receive and accept the total amount of **Three Hundred Forty-Two Thoursand Eight Hundred Seventy-Nine ($342,879)** which is based on performing all of the work shown on Bidders Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the CONTRACT DOCUMENTS, and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. CITY shall herein retain five percent (5%) of said price until said time as the provisions of SEC. 18 herein have been met.

4.1. Progress Payments

Progress Payments shall be made in accordance with Section 7 the General Provisions and the provisions of this Section 4.1. Upon receipt of a properly presented payment request, the CITY shall process the payment request in accordance with Public Contract Code Section 20104.50. The CITY shall review the payment request as soon as possible. If the CITY rejects the payment request, it shall be returned to the CONTRACTOR within seven (7) days of its receipt by the CITY with an explanation for the reasons of its rejection. If the payment request is approved in writing by the CITY, payment shall be made in thirty (30) days of receipt of an undisputed and properly presented payment request. Late payments shall bear interest at the legal rate of interest in accordance with Code of Civil Procedure 685.010. The CITY shall pay CONTRACTOR a sum based upon ninety five percent (95%) of the Agreement price apportionment of the labor and materials incorporated into the work under the Agreement during the period covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 4.2 of this Agreement for retention of funds.

4.2. Retention of Funds

Progress payments shall be made in accordance with the provisions of Section 4.1 of this Agreement. In accordance with said section, the CITY shall pay CONTRACTOR a sum based upon ninety five percent (95%) of the Agreement price in proportion to the labor and materials incorporated into the work under the Agreement during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the CONTRACTOR within sixty (60) days after final acceptance of the work by the City Council of the CITY ("City Council"), after CONTRACTOR shall have furnished the CITY with a release of all undisputed Agreement amounts, if required by the CITY. In the event there are any claims specifically excluded by CONTRACTOR from the operation of the release, the CITY may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. CITY's failure to deduct or withhold shall not affect CONTRACTOR's obligations hereunder.

4.3. Substitution of Securities

Pursuant to Public Contract Code Sec. 22300, CONTRACTOR shall be allowed to substitute securities for any moneys withheld by the CITY to ensure performance under an Agreement, unless, federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR. Upon satisfactory completion of the Agreement, the securities shall be returned to CONTRACTOR.

SECTION 5. UNDOCUMENTED WORKERS

CONTRACTOR hereby promises and agrees to comply with all of the provisions of Federal and/or State law as the same shall apply to this PROJECT pertaining to the employment of unauthorized aliens as defined therein. Should CONTRACTOR so employ unauthorized aliens for the performance of work and/or services covered by this Agreement,

and should the Federal Government impose sanctions against the CITY for use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, hold harmless, indemnify and defend CITY for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the CITY in connection therewith.

SECTION 6. NOTICE TO PROCEED

CONTRACTOR shall commence work on the date specified in the Notice to Proceed to be issued in writing to CONTRACTOR by the CITY and shall complete work on the PROJECT on or before December 31, 2026.

SECTION 7. DISCOVERY OF HAZARDOUS OR LATENT CONDITIONS

a. CONTRACTOR shall, without disturbing the condition, notify the CITY in writing as soon as CONTRACTOR, or any SUB-CONTRACTOR, agent or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:

   1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
   2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,
   3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

b. Pending a determination by the CITY of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.

c. The CITY shall promptly investigate the reported conditions. If the CITY, through the City Engineer or his/her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in CONTRACTOR's cost of or time required for performance of any part of the work, then the CITY shall issue a change order.

d. In the event of a dispute between the CITY and CONTRACTOR as to whether the conditions materially differ or involve hazardous waste or cause a decrease or increase in CONTRACTOR's cost of, or time required for performance of any part of the work, CONTRACTOR shall not be excused from any schedule completion date, and shall proceed with all work to be performed under the Agreement. CONTRACTOR shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

SECTION 8. MISCELLANEOUS STATUTORY REQUIREMENTS

8.1. CONTRACTOR License.

CONTRACTOR shall possess a california CONTRACTOR's license type Class A for the performance of the Project.

8.2. Ineligible CONTRACTOR Prohibited.

Any CONTRACTOR or SUB-CONTRACTOR who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited from performing work under this Agreement.

8.3. Compliance with SB 854 Registration.

This PROJECT is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No prime CONTRACTOR or SUBCONTRACTOR may be awarded an Agreement for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. CONTRACTOR will be required to post job site notices as described in 8 California Code of Regulation section 16451(d).

8.4. Trench and Pipeline Safety.

If this Agreement is for more than $25,000 and involves excavation of any trench five feet or more in depth, CONTRACTOR shall submit a detailed plan of shoring, bracing, sloping or other provisions to be made for worker protection in accordance with Labor Code Section 6705. Such plan shall be approved by a qualified representative of the CITY.

8.5. Utility Relocation.

The CITY is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. The CITY shall reimburse CONTRACTOR for any costs incurred in locating, repairing damage not caused by CONTRACTOR and removing or relocating such unidentified utility facilities, including equipment idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

8.6. Third Party Claims Notification.

The CITY shall timely notify CONTRACTOR in writing of any third party claims relating to the Agreement.

8.7. Unfair Business Practices Claims.

The CONTRACTOR or SUB-CONTRACTOR offers and agrees to assign to the CITY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works Agreement or

the sub-Agreement. This assignment shall be made and become effective at the time the CITY renders final payment to CONTRACTOR without further acknowledgment by the parties. (Section 7103.5, California Public Contract Code.).

8.8. Day's Work.

CONTRACTOR acknowledges that under California Labor Code sections 1810 and following, eight (8) hours of labor constitutes a legal day's work. CONTRACTOR will forfeit as a penalty to CITY the sum of $25.00 for each worker employed in the execution of this Agreement by CONTRACTOR or any SUB-CONTRACTOR for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code section 1810. (Labor Code § 1813).

8.9. Payroll Records.

CONTRACTOR shall maintain the certified payroll records required by Labor Codes Sec. 1776 and shall report such records directly to the California Labor Commissioner as required by Labor Code Sec. 1771.4. CONTRACTOR shall inform the CITY of the location of the records enumerated under Labor Code Sec. 1776, including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

8.10. Employment of Apprentices.

Nothing in this Agreement prevents CONTRACTOR or any SUB-CONTRACTOR from employing properly registered apprentices in the execution of the Agreement. CONTRACTOR is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that CONTRACTORs and SUBCONTRACTORs must submit Agreement award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under §1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that CONTRACTORs and SUB-CONTRACTORs must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice Agreements, may be employed on public works in apprenticeable occupations.

8.11. Records Audit

In accordance with Government Code, Section 8546.7, records of both the CITY and CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

SECTION 9. PREVAILING WAGES

a. CONTRACTOR shall pay prevailing Wage rates for this Project in accordance with the applicable rates referred to in the CONTRACT DOCUMENTS.

b. The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
2. Section 1777.4 - Apprenticeship Requirements.
3. Section 1777.5 - Apprenticeship Requirements.
4. Section 1813 - Penalty for Failure to Pay Overtime.
5. Sections 1810 and 1811 - Working Hour Restrictions.
6. Section 1775 - Payroll Records.
7. Section 1773.8 - Travel and Subsistence Pay.

SECTION 10. INDEMNITY, DEFENSE AND HOLD HARMLESS

a. CONTRACTOR shall indemnify, defend with legal counsel approved by the CITY, and hold harmless the CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both the CITY and CONTRACTOR, or should the CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

b. CONTRACTOR obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of the CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless the CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where the CITY is shown to have been actively negligent and where the CITY'S active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of the CITY.

SECTION 11. BONDS

a. CONTRACTOR, before commencing said PROJECT, shall furnish and file with the CITY, a Performance Bond, or bonds in the sum of one hundred percent (100%) of the Agreement price thereof conditioned upon the faithful performance of this Agreement in the form attached hereto as Exhibit "B.".

b. CONTRACTOR, before commencing said PROJECT, shall furnish and file with CITY, a Payment Bond in the sum of 100% of the Agreement price, conditioned upon the payment of all labor and materials furnished in connection with this Agreement in the form attached hereto as Exhibit "C."

SECTION 12. INSURANCE REQUIREMENTS

a. Prior to commencing work hereunder, CONRACTOR shall provide the CITY with proof of insurance naming the CITY and each of its directors, officers, agents, and employees as additional-named insureds on a policy or policies of insurance providing and maintaining the coverages set forth in the Insurance Schedule attached hereto as Exhibit A. The CITY shall have the right to hold the policies and policy renewals, and CONTRACTOR shall promptly furnish to CITY all renewal notices and all receipts of paid premiums. CITY may make proof of loss if not made promptly by CONTRACTOR.

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

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

SECTION 13. LIQUIDATED DAMAGES

In addition, pursuant to the authority of California Public Contract Code Section 7102, the CITY and CONTRACTOR agree that the determination of actual damages for any unreasonable delay in performance of this Agreement caused by CONTRACTOR would be extremely difficult or impractical to determine in the event of a breach of this Agreement by the CONTRACTOR. Therefore, if the CONTRACTOR is determined to be liable for such unreasonable delays, the CONTRACTOR and its sureties shall be liable to the CITY for the sum of Five Hundred Dollars ($500.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. Such sum is liquidated damages and

shall not be construed as a penalty and may be deducted from payments due the Contractor if such delay occurs.

SECTION 14. DISPUTE RESOLUTION

14.1. Claims of $375,000 or Less

a. A claim by the CONTRACTOR for a time extension, for money damages for work, or a payment disputed by the CITY must be submitted to a resolution process in accordance with Public Contract Code Sections 20104-20104.4. A summary of Sections 20104-20104.4 are as follows:

(1) Informal negotiation between the CITY and CONTRACTOR.
(2) Mediation with CONTRACTOR.
(3) Court mandated Arbitration.
(4) Court trial. If the party requesting the court trial does not prevail, then that party must pay all court costs and attorney's fees.

14.2 Public Contract Code 9204 Claims

CONTRACTOR shall comply with the procedure set forth in Public Contract Code section 9204 for any claim, as that term is defined therein, for one or more of the following: 1) a time extension, including, without limitation, for relief from damages or penalties for delay, 2) payment of money or damages arising from work done pursuant to this Agreement, and/or 3) payment of an amount disputed by the CITY under this Agreement. A summary of the provisions of Public Contract Code Section 9204 is as follows:

1. CONTRACTOR must send a claim to the CITY for a time extension, payment for work not in the Agreement, or payments disputed by the CITY by registered mail or certified mail with return receipt requested.
2. The CITY must respond within 45 days as to which claims are disputed and undisputed.
3. If claim remains in dispute, CONTRACTOR may request informal meet and confer meeting with the CITY.
4. After meet and confer, an disputed claim remaining shall be submitted to non-binding mediation.
5. All undisputed claims shall be paid within 60 days.

SECTION 15. TERMINATION.

15.1. Termination for Convenience.

The CITY may terminate this Agreement, in whole or in part, with thirty (30) days' written notice to CONTRACTOR when it is in the CITY's best interest. CONTRACTOR shall be paid its costs, including Agreement close-out costs, and profit on work performed up to the time of termination. CONTRACTOR shall promptly submit its termination claim to the CITY to be paid the CONTRACTOR. If CONTRACTOR has any property in its possession

belonging to the CITY, CONTRACTOR will account for the same, and dispose of it in the manner the CITY directs. CONTRACTOR may terminate this Agreement, in whole, with ninety (90) days' written notice to the CITY.

15.2 Termination for Default.

If at any time CONTRACTOR is determined to be in material breach of the Agreement, a Notice of Potential Breach of Agreement shall be prepared by the CITY, and will be served upon CONTRACTOR and its sureties. If CONTRACTOR continues to neglect or refuses to comply with the Agreement or with the Notice of Potential Breach of Agreement to the satisfaction of the CITY within the time specified in such Notice, the CITY shall have the authority to terminate the Agreement for this Project.

15.3 Waiver of Remedies for any Breach.

In the event that the CITY elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Agreement, such waiver by the CITY shall not limit the CITY's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Agreement.

SECTION 16. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if CONTRACTOR for a period of three (3) calendar days after receipt of written demand from the CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

SECTION 17. COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR hereby promises and agrees to comply with all provisions of all applicable state and federal laws in connection with the performance of its obligations under this Agreement.

SECTION 18. NOTICE OF COMPLETION

Upon completion of the PROJECT and acceptance of same by the City Council, the CITY shall have cause to be recorded a Notice of Completion with the office of the Los Angeles County Recorder; and, after thirty-five (35) days from the date said Notice of Completion is recorded, the Director of Finance of CITY shall release the funds retained pursuant to SEC. 4 hereof; provided there have been no mechanics' liens or stop notices filed against said work which have not been paid, withdrawn or eliminated as liens against said work.

SECTION 19. AUTHORITY

Any person executing this Agreement on behalf of CONTRACTOR warrants and represents that he or she has the authority to execute this Agreement on behalf of CONTRACTOR and has the authority to bind CONTRACTOR to the performance of its obligations hereunder.

SECTION 20. ENTIRE AGREEMENT

This Agreement, including the Agreement Documents and any other documents incorporated herein by specific reference, represents the entire and integrated Agreement between the CITY and the CONTRACTOR. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Agreement.

SECTION 21. ATTORNEY'S FEES AND COSTS

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

SECTION 22. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent CONTRACTOR. Neither the CITY, nor any of its officers, employees or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR'S officers, employees

or agents, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the CITY, nor shall the CITY officers, employees or agents be deemed the officers, employees, or agents of CONTRACTOR as a result of this Agreement.

SECTION 23. NOTICE

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

To the CITY:
City of Montebello
Attn: Raul Alvarez, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: RAlvarez@montebelloca.gov

With copy to:
City of Montebello – Department of Public Works
Attn: Cesar Roldan, Public Works Director
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1462
Email: CRoldan@montebelloca.gov

To CONTRACTOR:
Voltaire Engineering, Inc.
Attn: Peter Delgado, CEO
Address: 1460 Cambridge Ave.
Redland, CA 92374
Phone: (951) 736-7600
Email: voltairellc44@gmail.com

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

SECTION 24. PROHIBITION AGAINST ASSIGNMENT

The experience, knowledge, capability and reputation of CONTRACTOR, its principals and employees were a substantial inducement for the CITY to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned,

conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the CITY. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of CONTRACTOR, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release CONTRACTOR or any surety of CONTRACTOR of any liability hereunder without the express consent of the CITY.

SECTION 25. CUMULATIVE REMEDIES

The provisions of this Agreement are cumulative and in addition to and not in limitation of any rights or remedies available to the CITY.

SECTION 26. COUNTERPARTS

This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the date next to their respective officers duly authorized signatures in that behalf.

CITY OF MONTEBELLO
("CITY")

By:

_____
Raul Alvarez, City Manager

Date:
_____

VOLTAIRE ENGINEERING, INC.
("CONTRACTOR")

By:

_____
Peter Delgado, CEO

Date:_____

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM

_____
Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Insurance Requirements
- Exhibit B – Performance Bond
- Exhibit C – Labor and Materials Payment Bond
- Exhibit D – Contractor's Proposal

EXHIBIT "A"
INSURANCE REQUIREMENTS

On or before beginning any of the work called for by any term of this Agreement, CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of this Agreement, and provide proof thereof that is acceptable to the CITY of its procurement of the insurance specified below from insurers and under forms of insurance satisfactory in all respects to the CITY. Such insurance shall not be in derogation of CONTRACTOR's obligations to provide indemnity under this Agreement.

1. **Comprehensive General Liability and Automobile Liability Insurance Coverage.**

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

   Minimum coverage: Bodily injury limits of $1,000,000 for each person and $1,000,000 for each occurrence; property damage limits of $1,000,000 for each occurrence, $2,000,000 aggregate.

   Products/Completed Operations Hazard Insurance in an amount of not less than TWO MILLION DOLLARS ($2,000,000);

   A combined single limit policy with aggregate limits in an amount of not less than TWO MILLION DOLLARS ($2,000,000) shall be considered equivalent to the said required minimum limits set forth herein above.

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

2. **Automobile Liability.**

   CONTRACTOR shall carry and maintain Automobile Liability Insurance which provides a minimum coverage of at least $1,000,000 per accident for bodily injury and property damage.

3. **Worker's Compensation.**

   CONTRACTOR shall carry and maintain worker's compensation in the amount of $1,000,000 as required by the California Labor Code for all persons employed directly or indirectly in connection with this Agreement by CONTRACTOR. To the extent that

CONTRACTOR utilizes any SUB-CONTRACTOR for the performance of any part of the work under this Agreement, CONTRACTOR shall require and assure that such SUB-CONTRACTOR also carry and maintain worker's compensation as required by the California Labor Code for all persons directly or indirectly in connection with this Agreement.

4. **Additional Insureds.**

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

5. **Notice of Cancellation.**

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

6. **Severability Clause.**

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

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

7. **Qualifications of Insurer.**

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

8. **Approval of Insurer.**

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

9. **Payment of Premiums.**

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

10. **Subrogation.**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against the City of Montebello under all the required insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

11. <u>Evidence of Insurance and Claims</u>.

CONTRACTOR shall provide certificates of insurance to the CITY as evidence of insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. The CITY's Risk Manager must approve insurance certificates and endorsements prior to commencement of performance. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

(Use of City Bond Form is Required)

EXHIBIT "B"
PERFORMANCE BOND
PUBLIC WORK
(CALIFORNIA)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Principal and the City of Montebello ("Obligee") have entered into a written Agreement, hereinafter called the Agreement, a copy of which is or may be attached hereto, dated the _____ day of _____, _____ referred to and made a part hereof for _____ and all appurtenant work in accordance with Project No. _____, which agreement requires the Principal to provide Obligee with this bond.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____, and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of _____, as Obligee, in the sum of _____ Dollars ($_____), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:
_____
_____
_____

The address at which the Principal may be served with notices, papers and other documents is:
_____
_____
_____

The condition of the foregoing obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, and each of his or its SUB-CONTRACTORs shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Agreement, and during the life of any guaranty required under the Agreement, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Agreement that may hereafter be made, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it

does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

This document is signed by the respective parties on the dates next to their names.

Principal

By: _____ Date: _____

Title: _____

Surety

By: _____ Date: _____

Title: _____

I declare under penalty of perjury under the laws of the State of California that the contents of the above Faithful Performance Bond are true and correct, and that I have been duly authorized to sign this Faithful Performance Bond on behalf of Surety. This Declaration is signed on _____ _____, in the City of _____, State of California.

--OR--

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California)
)
County of _____)

On _____ before me, _____(here insert name and title of the officer), personally appeared
_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND –

(Proof of signature authorization or power of attorney must be attached)

APPROVED AS TO FORM:

_____

City Attorney

(Use of City Bond Form is Required)

EXHIBIT "C"
Labor and Materials Payment Bond
PUBLIC WORK (CALIFORNIA)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____, as Principal, has entered into an Agreement dated _____, _____, (the "Agreement") with the City of _____ (Obligee) referred to and made a part hereof to perform the following work of public improvement, to wit:

_____

_____

_____and all appurtenant work in accordance with the plans and specifications for Project No._____, which requires Principal to file this bond to secure claims made under Civil Code Sections 9550-9554..

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of _____, as Obligee, and all SUB-CONTRACTORs, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of _____ Dollars ($_____), lawful money of the United States of America, which is 100% of the amount of the Agreement, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:

_____

_____

_____

The address at which the Principal may be served with notices, papers and other documents is:

_____

_____

_____

If the above bounden Principal, his or its heirs, executors, administrators, successors, assigns, or any of his or its SUB-CONTRACTORs, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work agreed to be done, or for any work or labor to persons named in Section 9100 of the Civil Code, or for amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the Agreement, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and SUB-CONTRACTORs pursuant to Section 13020 of the Unemployment Insurance Code, then the Surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's

fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the Surety shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any Agreement, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the Agreement, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such Agreement or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall inure to the benefit of any and all persons, companies and corporations named in Civil Code Section 9100 so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California designated as Title 3, Chapter 5, Payment Bond, commencing with Section 9550 of the Civil Code of the State of California and all amendments thereto, and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

This document is signed by the respective parties on the dates next to their names.

Principal

By: _____ Date: _____

Title: _____

Surety

By: _____ Date: _____

Title: _____

I declare under penalty of perjury under the laws of the State of California that the contents of the above Labor and Materials Payment Bond are true and correct, and that I have been duly authorized to sign this Labor and Materials Payment Bond on behalf of Surety. This Declaration is signed on _____, in the City of _____, State of California.

--OR--

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California)
)
County of _____)

On _____ before me, _____(here insert name and title of the officer), personally appeared
_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND –

(Proof of signature authorization or power of attorney must be attached)

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT “D”
Contractor’s Proposal

PROPOSAL

FOR

CHET HOLIFIELD PARK COMMUNITY GARDENS PROJECT

C.P. No. 945

IN THE CITY OF MONTEBELLO

TO THE CITY OF MONTEBELLO, as AGENCY

In accordance with AGENCY's Notice Inviting Sealed Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefor and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instruction to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guarantee accompanying this proposal. This bid may not be withdrawn within a period of sixty (60) days after the date of its proper opening by the City.

BIDDER understands that a bid is required for the entire work and that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER's default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the AGENCY's notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

The foregoing quantities are approximate only, being given as a basis for the comparison of bids, and the City does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or advisable by the engineer. All bids will be compared on the basis of the Engineer's estimated quantities of work to be performed.

The contractor's attention is directed to both sec. 7-3.5.2 "Increases of more than 25 percent" and sec. 7-3.5.3 "Decreases of more than 25 percent" of the Standard Specifications which have been eliminated and are replaced by the following:

No adjustments for any unit bid price for any quantity that will vary by more than 25% will be allowed.

The bidder agrees that in case of not executing the required contract with necessary bonds within ten (10) working days, after having received notice that the contract is ready for signature, the proceeds of the check or bond accompanying his/her bid shall become the property of the City of Montebello.

The bidder also certifies that the bid is a balanced bid. In accordance with section 7028.15 of the California Business and Professions Code, the undersigned certifies under penalty of perjury that the foregoing is true and correct.

BID PROPOSAL

FOR

CHET HOLIFIELD PARK COMMUNITY GARDENS PROJECT

C.P. No. 945

IN THE CITY OF MONTEBELLO

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

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

BASE BID ITEMS:

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/Demobilization (Not to exceed 3% of total of all other Prime Contract Bid Items)	LS	1	$ 15,000	$ 15,000
2	Provide Traffic Control	LS	1	$ 1,500	$ 1,500
3	Sawcut and Remove Existing AC Pavement and Native Soil to provide clear depth	CY	47	$ 50.00	$ 2,350
4	Sawcut and Remove Existing PCC Pavement and Native Soil to provide clear depth	SF	1,746	$ 3.00	$ 5,238
5	Sawcut and Remove Existing Curb & Gutter	LF	20	$ 50	$ 1,000
6	Sawcut and Remove Existing Concrete V-Gutter	SF	103	$ 25	$ 2,575
7	Sawcut and Remove Existing Concrete Curb Ramp	EA	1	$ 1,000	$ 1,000
8	Remove Existing Landscape	CY	244	$ 22	$ 5,368
9	Remove Existing Tree and Tree Roots	EA	2	$ 2,500	$ 5,000
10	Remove Existing BBQ Equipment and Appurtenances	LS	1	$ 1,680	$ 1,680

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
11	Construct Concrete Curb or Curb & Gutter	LF	21	$ 125	$ 2,626
12	Construct Concrete Sidewalk (4"-Thick)	SF	3,008	$ 11.50	$ 34,592
13	Construct Concrete 34" wide PCC V-Gutter	SF	27	$ 80	$ 2,160
14	Provide and Place 4" Thick Crushed Miscellaneous Base (CMB)	CY	126	$ 90	$ 11,340
15	Construct 4”-Thick Asphalt Concrete Overlay Type C2-PG 64-10	TON	51	$ 330	$ 16,830
16	Construct Concrete Curb Ramp	EA	1	$ 6,500	$ 6,500
17	Construct Mow Curb	LF	241	$ 85	$ 20,485
18	Provide, Place and Compact 4" Stabilized Decomposed Granite	CY	99	$ 175	$ 17,325
19	Provide and Place Top Soil	CY	185	$ 85	$ 15,725
20	Furnish and Install 6’ High Black Vinyl Coated Galvanized Chain Link Fence System	LF	268	$ 152	$ 40,736
21	Furnish and Install 6’ High Black Vinyl Coated Galvanized Chain Link 8' wide Double Gates	EA	1	$ 3,500	$ 3,500
22	Furnish and Install 6’ High Black Vinyl Coated Galvanized Chain Link Single Gate	EA	1	$ 2,500	$ 2,500
23	Construct 18" Raised Planter Curb	LF	155	$ 160	$ 24,800
24	Furnish and Install New Hose Bibb	EA	4	$ 4,500	$ 18,000
25	Furnish and Install 6' Long Precast Concrete Wheel Stops	EA	13	$ 150	$ 1,950
26	Furnish and Install 4'W X 8'L X Varied Height Galvanized Planter Box	LS	1	$ 17,000	$ 17,000
27	Traffic Striping and Markings Including Accesible Parking Stall	LS	1	$ 5,500	$ 5,500
28	Furnish and Install Sign and Post	EA	2	$ 400	$ 800
29	Furnish and Install Public Improvement Project Signs	EA	1	$ 3,200	$ 3,200
30	Construction Survey, Staking, Re-establish Survey Monuments and Centerline Ties	LS	1	$ 9,600	$ 9,600
31	Provide Material Testing Services as Directed by the Engineer – Allowance	LS	1	$ 4,000	$ 4,000
32	Furnish and Install 20'W X 20'L X 10'H Shade Structure	LS	1	$ 18,000	$ 18,000

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
	TOTAL AMOUNT BID IN FIGURES				$ 317,879

ALTERNATIVE BID

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
34	Furnish and Install Storage Shed	EA	1	$	$ 20,000
35	Furnish and Install 3-Bin Composter	EA	1	$	$ 5,000

TOTAL AMOUNT BID IN WORDS _____

THREE HUNDRED SEVENTEEN THOUSAND, EIGHT HUNDRED AND SEVENTY NINE Dollars



CEO, CFO, SEC.

Bidder's Signature Title

VOLTAIRE ENGINEERING, INC.

Company Name

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

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

DESIGNATION OF SUBCONTRACTORS

California Public Contract Code 6109

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

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

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

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

California Public Contract Code 7104

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

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work, which are in excess of one-half of one percent of the bid, and to procure materials and equipment from suppliers and vendors as follows:

NAME, ADDRESS, LICENSE NO., AND PHONE NUMBER OF SUBCONTRACTORS, SUPPLIERS, AND VENDORS	PORTION OF WORK, MATERIALS, OR EQUIPMENT
PRESTIGE PAVING COMPANY 14656 Industry Circle La Mirada CA 90638 LIC# 1110800 DIR# 1001110905	ASPHALT PAVING
SOUTHWEST INSPECTION & TESTING, INC. 441 Commercial Way, La Habra, CA - 90631 DIR# 1000015300	SOIL TESTING
ROBERTSONS READY MIX 200 S Main St #200, Corona, CA 92882 DIR# 1000039563	CONCRETE DELIVERY AB219
On Point Land Surveying, Inc. 1906 Orange Tree Lane Suite 240 Redlands, Ca 92374	SURVEY

Prior to award of contract, Contractor shall submit a list of suppliers and vendors, in writing, to the Public Works Director.

REFERENCES

The following are the names, addresses, and telephone numbers for three public agencies for which BIDDER has performed similar work within the past two years:

1. PLEASE SEE ATTACHED.
   Name and Address of Agency

   Name and telephone number of person familiar with project

   Contract amount Type of work Date completed

2. Name and Address of Agency

   Name and telephone number of person familiar with project

   Contract amount Type of work Date completed

3. Name and Address of Agency

   Name and telephone number of person familiar with project

   Contract amount Type of work Date completed

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

Mark Hall | Insurance Agent-Broker

AZ Lic# 19711528 | CA Lic# 4079695 | NV Lic# 3684589

OR Lic# 19711528 | SC Lic# 19711528 | TX Lic# 2970960

Orr & Associates Insurance Services | License 0E63493

VOLTAIRE ENGINEERING, INC.

COMPLETED AND ON-GOING PROJECTS
Instagram @VOLTAIRELLC44

2/27/2026

PETER DELGADO
CSLB # 1120610 Class. A.B.
DIR # PW-LR-1001073453
1460 Cambridge AVE
Redlands CA 92374
909-747-8414
Email. voltairellc44@gmail.com

CITY OF HEMET
project: Various Street Pedestrian Improvements – CIP 5770
Started 10/20/25 -COMPLETED 1/20/26
Contract Amount: $822,876
Darrel Scholes- Tel 951-840-8738
Senior Inspector
dscholes@hemetca.gov

CITY OF MONTEBELLO
Project: RIO HONDO PHASE 2 LED BILLBOARD CIP 4372
STARTED 11/24/25 ON GOING
Contract Amount: $437,518
Adan Ramirez- Tel 323-887-1462
Project Manager
ARamirez@montebelloca.gov
City of Montebello/Public Works Department

CITY OF INDIO
Project: SHADOW AVE PEDESTRIAN IMPROEMENTS. Started 9/2/25 -Completed 9/29/25
Contract Amount: $311,086.99
Donn Uyeno PE
760.391.4028
duyeno@indioca.gov
City of Indio/Public Works Department

CITY OF MURRIETA
Project: GLEN ARBOR DOG PARK. Started 4/23/25 -Completed 8/22/25
Contract Amount: $1,154,000
Brian Crawford- Tel 951-461-6047
Project Manager
BCrawford@murrietaca.gov
City of Murrieta /Public Works Department

CITY OF MONTEBELLO
Project: RIO HONDO IMPROVEMENTS. Started 2/7/25 -COMPLETED 5/5/25
Contract Amount: $437,518
Adan Ramirez- Tel 323-887-1462
Project Manager
ARamirez@montebelloca.gov
City of Montebello/Public Works Department

CITY OF RIVERSIDE
Project: Santa Ana River Trail Improvements. Start 9/9/24 COMPLETED 11/21/24
Contract Amount: $232,037.00
David Hatch
Chief of Inspectors
DHatch@riversideca.gov
City of Riverside/Public Works Department
3900 Main Street
Riverside, CA 92501
Direct: 951-826-5723

CITY OF LA CANADA FLINTRIDGE
Project: Berkshire Place Bridge over Flint Canyon Channel - Approach Barriers and Guard Rail: Start 8/5/24, completed 9/3/24
Contract Amount: $278,826.00
Maged El-Rabaa, P.E.
City Engineer
Public Works Department

City of La Cañada Flintridge
One Civic Center Drive
La Cañada Flintridge, CA 91011
Office: (818) 790-8882,Ext 205 | E: cityengineer@lcf.ca.gov

Pasadena Unified School District- 100% Completed 7/25/24 as a Sub for Building Resources Inc.
Project Name: **- MAGNET ARTS MIDDLE SCHOOL Clearing & Grubbing of 25,000Sf of track, Remove & dispose of 462 tons of native soil. Import 560 Tons of Stabilized Decomposed Granite.**
Contract Amount: $259,000 **@VOLTAIRELLC44**
Contact Person**: Wendy Mojica, Project Director**
Tel: 714-785-8195

Perris Elementary School District- 100% Completed 6/21/24 as a Sub for Building Resources Inc.
Project Name: **- CAMPUS FIRE ALARM UPGRADES- Demolition of 4 Modular buildings, Demo concrete, Demo asphalt, Over excavate and recompact.**
Contract Amount: $221,000 **@VOLTAIRELLC44**
Contact Person**: Wendy Mojica, Project Director**
Tel: 714-785-8195

CITY OF INGLEWOOD
100% Completed 6/4/23 IG @VOLTAIRELLC44
Project Name: **"Vincent Park Soccer Field Parking Area Improvement Project"**
Contract Amount: $198,049.88
Contact Person**: Kenrick Sanderlin, Associate engineer**
Email: ksanderlin@cityofinglewood.org
Tel: 310-412-5333

CITY OF CORONA
Slope Repair Project IG 100 % Complete 5/30/24 @VOLTAIRELLC44
Contract Amount: $478,759.02
Tel: **Alan Zhang** . **Associate Engineer.**
Office: 951-736-2236
Email: Alan.Zhang@coronaca.gov

CITY OF RIVERSIDE
100% Complete 11/14/23 IG @VOLTAIRELLC44
Project Name: Rustin Ave sidewalk improvements

Contract Amount: $158,258.00
Contact Person**: David Hatch, Chief of Inspectors. Email: dhatch@riversideca.gov**
Tel: 951-826-5723

City of Rancho Cucamonga 100% Complete 11/16/23 IG@VOLTAIRELLC44
Project Name: Arbor Substation improvements
Contract Amount: $497,512.00
Contact Person**: Trina Valdez,**
Email: trina.valdez@cityofrc.us
Utilities Operations Supervisor
Tel: 909-774-4014

City of Inglewood 100% Completed 12/11/23 IG @VOLTAIRELLC44
Project Name: VINCENT PARK DECOMPOSED GRANITE PROJECT, CB-23-16
Contract Amount: $190,800
Contact Person**: Hung Nguyen-Hunter.**
Email: hhunter@cityofinglewood.org
Tel: 310-412-5111

County of Los Angeles Public Works 100% Complete. IG @VOLTAIRELLC44 as Sub for HHJ
Project Name: Nicholas Canyon State Beach
Contract Amount: $360,000
Contact Person**: Edward Kim, Project Manager**
Tel: 818-335-3813

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that in all previous contracts or subcontractors, all reports which may have been due under the requirements of any AGENCY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded thereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

NON-COLLUSION AFFIDAVIT

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name VOLTAIRE ENGINEERING, INC. PETER DELGADO

Business Address: 1460 CAMBRIDGE AVE, REDLANDS CA 92374

Telephone 909-747-8414

State Contractor's License No. and Class: 1120610

Original Date Issued 2020 Expiration Date 5/31/28

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

PETER DELGADO, CEO, CFO, SEC. voltairellc44@gmail.com. 909-747-8414

EVETTE MENDOZA, VP. voltairellc44@gmail.com. 909-747-8414

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

N/A

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

N/A

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this _____ day of _____, 20___.

BIDDER VOLTAIRE ENGINEERING, INC.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

Signature of Contractor's Representative

PETER DELGADO
Printed Name

CEO, CFO, SEC.
Title

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

NOTARY PUBLIC _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Bernardino)

On 5-5-2026 before me, Francisco Carpio, Notary Public
(insert name and title of the officer)

personally appeared Peter Delgado,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

FRANCISCO CARPIO
COMM. # 2467655
NOTARY PUBLIC • CALIFORNIA
SAN BERNARDINO COUNTY
Comm. Exp. OCT. 22, 2027

Signature _____ (Seal)

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

FOR

CHET HOLIFIELD PARK COMMUNITY GARDENS PROJECT

C.P. No. 945

IN THE CITY OF MONTEBELLO

In accordance with Government Code Section 14310.5, the BIDDER shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

Yes_____ No___✓___

If the answer is yes, explain the circumstances in the space provided.

Note: The following is to be used in case cash, a cashier's check or a certified check accompanies the proposal.

PROPOSAL GUARANTEE
CASH, CASHIER'S CHECK, OR CERTIFIED CHECK

FOR

CHET HOLIFIELD PARK COMMUNITY GARDENS PROJECT

C.P. No. 945

IN THE CITY OF MONTEBELLO

Accompanying this proposal is a certified check, a cashier's check, or bidder's bond payable to the order of the City of Montebello, or cash in the amount of BID BOND _____ Dollars ($_____). The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of Montebello within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

VOLTAIRE ENGINEERING, INC.

PETER DELGADO
Bidder

Attachment B - Bid Results															
Chet Holifield Park Community Gardens Project															
				Prestige Prime Engineering		Voltaire Engineering, Inc.		OrangeBlue General Contractors		KASA Construction, Inc.		Ironwave Builders		ProWest Engineering, Inc.	
Item No.	Description	Quantities	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	Mobilization/ Demobilization (Not to exceed 3% of total of all other Prime Contract Bid Items)	1	LS	$7,200	$7,200	$15,000	$15,000	$10,000	$10,000	$12,000	$12,000	$12,750	$12,750	$5,449	$5,449
2	Provide Traffic Control	1	LS	$10,800	$10,800	$1,500	$1,500	$1,500	$1,500	$16,000	$16,000	$5,500	$5,500	$3,528	$3,528
3	Sawcut and Remove Existing AC Pavement and Native Soil to provide clear depth	47	CY	$76.60	$3,600	$50	$2,350	$350	$16,450	$180.00	$8,460.00	$240.37	$11,297	$456.02	$21,433
4	Sawcut and Remove Existing PCC Pavement and Native Soil to provide clear depth	1,746	SF	$4.54	$7,927	$3	$5,238	$10	$17,460	$4.00	$6,984.00	$6.71	$11,715.66	$17.69	$30,887
5	Sawcut and Remove Existing Curb & Gutter	20	LF	$24	$480	$50	$1,000	$30	$600	$40	$800	$356.50	$7,130	$79.20	$1,584
6	Sawcut and Remove Existing Concrete V-Gutter	103	SF	$12.82	$1,320	$25	$2,575	$50	$5,150	$18.00	$1,854	$72.57	$7,475	$27.13	$2,794
7	Sawcut and Remove Existing Concrete Curb Ramp	1	EA	$1,080	$1,080	$1,000	$1,000	$1,200	$1,200	$700	$700.00	$9,775	$9,775	$2,442	$2,442
8	Remove Existing Landscape	244	CY	$52.13	$12,720	$22	$5,368	$130	$31,720	$140.00	$34,160.00	$126.50	$30,866.00	$208.10	$50,776
9	Remove Existing Tree and Tree Roots	2	EA	$1,760	$3,520	$2,500	$5,000	$5,000	$10,000	$2,000	$4,000	$2,645	$5,290	$2,176.50	$4,353
10	Remove Existing BBQ Equipment and Appurtenances	1	LS	$402	$402	$1,680	$1,680	$3,300	$3,300	$500	$500	$575.00	$575	$1,952	$1,952
11	Construct Concrete Curb or Curb & Gutter	21	LF	$52	$1,092	$125	$2,625	$65	$1,365	$60.00	$1,260.00	$133.33	$2,800	$154.81	$3,251
12	Construct Concrete Sidewalk (4"-Thick)	3008	SF	$12.17	$36,607	$11.50	$34,592	$15	$45,120	$15.00	$45,120.00	$13.30	$40,006.40	$13.52	$40,668
13	Construct Concrete 34" wide PCC V-Gutter	27	SF	$88.89	$2,400	$80	$2,160	$65	$1,755	$55.00	$1,485	$66.67	$1,800	$108.85	$2,939
14	Provide and Place 4" Thick Crushed Miscellaneous Base (CMB)	126	CY	$89.52	$11,280	$90	$11,340	$110	$13,860	$100.00	$12,600	$246.43	$31,050	$244.99	$30,869
15	Construct 4"-Thick Asphalt Concrete Overlay Type C2-PG 64-10	51	TON	$352.94	$18,000	$330	$16,830	$600	$30,600	$340.00	$17,340.00	$294.12	$15,000	$444.67	$22,678
16	Construct Concrete Curb Ramp	1	EA	$4,740	$4,740	$6,500	$6,500	$8,000	$8,000	$6,800	$6,800.00	$7,400.00	$7,400.00	$3,607	$3,607
17	Construct Mow Curb	241	LF	$30.87	$7,440	$85	$20,485	$25	$6,025	$42.00	$10,122	$62.24	$15,000	$102.07	$24,599
18	Provide, Place and Compact 4" Stabilized Decomposed Granite	99	CY	$89.70	$8,880	$175	$17,325	$200	$19,800	$620.00	$61,380	$350.81	$34,730	$282.36	$27,954
19	Provide and Place Top Soil	185	CY	$87.57	$16,200	$85	$15,725	$120	$22,200	$90.00	$16,650.00	$132.25	$24,466	$74.34	$13,753
20	Furnish and Install 6' High Black Vinyl Coated Galvanized Chain Link Fence System	268	LF	$94.40	$25,299.2	$152	$40,736	$100	$26,800	$100.00	$26,800.00	$101.20	$27,121.60	$133.70	$35,832
21	Furnish and Install 6' High Black Vinyl Coated Galvanized Chain Link 8' wide Double Gates	1	EA	$7,200	$7,200	$3,500	$3,500	$5,000	$5,000	$3,300	$3,300	$5,750	$5,750	$8,466	$8,466
22	Furnish and Install 6' High Black Vinyl Coated Galvanized Chain Link Single Gate	1	EA	$4,800	$4,800	$2,500	$2,500	$3,500	$3,500	$3,000	$3,000	$2,530.00	$2,530	$5,885	$5,885
23	Construct 18" Raised Planter Curb	155	LF	$87.48	$13,559.4	$160	$24,800	$45	$6,975	$125.00	$19,375.00	$58	$8,990	$182.19	$28,239
24	Furnish and Install New Hose Bibb	4	EA	$6,900	$27,600	$4,500	$18,000	$6,000	$24,000	$4,400	$17,600.00	$4,427.50	$17,710.00	$9,245.25	$36,981
25	Furnish and Install 6' Long Precast Concrete Wheel Stops	13	EA	$79.54	$1,034	$150	$1,950	$120	$1,560	$100	$1,300	$150	$1,950	$98.85	$1,285
26	Furnish and Install 4'W X 8'L X Varied Height Galvanized Planter Box	1	LS	$12,600	$12,600	$17,000	$17,000	$10,000	$10,000	$21,750	$21,750	$57,500	$57,500	$24,154	$24,154
27	Traffic Striping and Markings Including Accessible Parking Stall	1	LS	$8,510	$8,510	$5,500	$5,500	$5,000	$5,000	$3,600	$3,600.00	$5,175	$5,175	$2,065	$2,065
28	Furnish and Install Sign and Post	2	EA	$385	$770	$400	$800	$150	$300	$500	$1,000.00	$1,150.00	$2,300.00	$999	$1,998
29	Furnish and Install Public Improvement Project Signs	1	EA	$864	$864	$3,200	$3,200	$550	$550	$2,400	$2,400	$1,955	$1,955	$1,730	$1,730
30	Construction Survey, Staking, Re-establish Survey Monuments and Centerline Ties	1	LS	$6,000	$6,000	$9,600	$9,600	$10,000	$10,000	$22,000	$22,000	$9,775	$9,775	$17,641	$17,641
31	Provide Material Testing Services as Directed by the Engineer - Allowance	1	LS	$9,720	$9,720	$4,000	$4,000	$1,000	$1,000	$4,000	$4,000.00	$4,600	$4,600	$5,000	$5,000
32	Furnish and Install 20'W X 20'L X 10'H Shade Structure	1	LS	$17,595	$17,595	$18,000	18000	$28,000	$28,000	$34,000	$34,000.00	$22,500	$22,500.00	$64,083	$64,083
	TOTALS				$291,240		$317,879		$368,790		$418,340		$442,483		$528,875

ALTERNATIVE BID															
34	Furnish and Intall Storage Shed	1	EA	$11,500	$11,500	$20,000	$20,000	$10,000	$10,000	$20,000	$20,000	$9,500	$9,500	$2,700	$2,700
35	Furnish and Install 3-Bin Composter	1	EA	$4,800	$4,800	$5,000	$5,000	$4,500	$4,500	$2,500	$2,500	$4,025	$4,025	$1,150	$1,150
	TOTALS				$307,540		$342,879		$383,290		$440,840		$456,008		$532,725

ITEM # 15

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: **ACCEPTANCE OF RIO HONDO COASTAL SPREADING GROUNDS FENCE REPLACEMENT PROJECT (CP 884) – NOTICE OF COMPLETION**

DATE: May 27, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Accept the Rio Hondo Coastal Spreading Grounds Fence Replacement Project (CP 884) as completed by J&A Engineering Corporation; and
2. Approve the final contract amount with J&A Engineering Corporation for the Project in the amount of $1,234,400 including change orders; and
3. Approve the Final Total Project Budget (Attachment A); and
4. Authorize the City Clerk to execute, verify and file the Notice of Completion (Attachment B) with the Los Angeles County Registrar-Recorder; and
5. Authorize the release of the retention payment of $61,720 due to J&A Engineering Corporation following the mandatory waiting period from the date the Notice of Completion is recorded; and
6. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Final Project Budget, as detailed in Attachment A, indicates that the City Council previously approved a budget of $1,235,000 — including the $935,000 received from the State of California Department of Parks and Recreation and $300,000 from Gas Tax — for the Rio Hondo Coastal Spreading Grounds Fence Replacement Project (CP 884). Additionally, Attachment A shows total expenses for the project amounting to $1,234,400, which includes the original agreement amount and change orders. This leaves a remaining funding balance of $600, which is available for reprogramming (i.e., Gas Tax

Fund).

BACKGROUND/DISCUSSION:

On August 13, 2025, the City Council approved an agreement of $1,045,500 with J&A Engineering Corporation for the Rio Hondo Coastal Spreading Grounds Fence Replacement Project (CP 884). Additionally, City Council authorized the Director of Public Works to review and approve change orders within a $189,500 contingency, bringing the total not-to-exceed project budget to $1,235,000.

The focal point of the project included replacement of chain link fencing along the Rio Hondo Coastal Spreading Grounds on Bluff Road between Sycamore Street and Mines Avenue. Several reasons for the replacement of the fence were that the existing fence was dilapidated and not serving its intended purpose of securing the public right of way. The project proposed the replacement of the existing fence with a wrought iron fence that will result in aesthetic and safety improvements in the community.

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

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff is recommending that the City Council accept the Project as completed, approve the Final Project Budget and expenditures (Attachment A), including change orders; authorize the City Clerk to execute, verify and file the Notice of Completion (Attachment B) with the Los Angeles County Registrar-Recorder and authorize the City Manager to release the retention payment due to J&A Engineering Corporation following the mandatory waiting period from the date the Notice of Completion is recorded.

ATTACHMENT(S)

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

Rio Hondo Coastal Spreading Grounds Fence Replacement Project - Landscape (CP 884)

Project Expenses	Final Cost
Invoice #1	$ 94,002.50
Invoice #2	$ 51,300.00
Invoice #3	$ 443,745.00
Invoice #4 (Includes Partially Change Orders 1 & 2)	$ 410,257.50
Invoice #5 (Includes Partially Change Orders 1 & 2)	$ 173,375.00
Retention	$ 61,720.00
Total Project Cost:	**$ 1,234,400.00**

Project Funding	Budget Amount
Construction Contract Award Amount (City Council Meeting August 13, 2025)	$ 1,045,500.00
Construction Contingency (Awarded at the August 13, 2025, City Council Meeting)	$ 189,500.00
Total Project Budget:	**$ 1,235,000**

Remaining Project Balance $ 600.00

RECORDING REQUESTED BY

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

NOTICE OF COMPLETION

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

Notice is hereby given that:

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

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

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

NAMES ADDRESSES

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

NAMES ADDRESSES

7. A work of improvement on the property hereinafter described was completed on May 27, 2026. The general scope of work consisted of fabrication and installation of steel wired fencing along Bluff Road between Sycamore Street and Mines Avenue.

8. The name of the contractor, if any, for such work of improvement was J & A Engineering Corporation . August 13, 2025

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

9. The property on which said work of improvement was completed is in the City of Montebello County of Los Angeles, State of CA, and is described as follows**: Rio Hondo Coastal Spreading Grounds Fence Replacement Project (CP 884)**

Director of Public Works / City of Montebello

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

VERIFICATION

I, the undersigned, say: I am the City Clerk of the City of Montebello, the declarant of the foregoing Notice of Completion:
I have read said Notice of Completion and know the contents thereof; the same is true to my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, 2026 at City of Montebello, Montebello, CA

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

DO NOT RECORD

REQUIREMENTS AS TO NOTICE OF COMPLETION

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

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

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

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

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

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

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

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

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

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

ITEM # 16

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: **AUTHORIZE EXECUTION OF THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA) – REGION 9 ADMINISTRATIVE ORDER ON CONSENT**

DATE: May 27, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Authorize the City Manager to sign and execute the Administrative Order on Consent between the Unites States Environmental Protection Agency (EPA) – Region 9 and the City of Montebello; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Administrative Order on Consent (AOC) between the Unites States Environmental Protection Agency (EPA) – Region 9 and the City of Montebello requires the City to address environmental damage; specifically focusing on the mitigation and elimination of trash that makes its way towards bodies of water of the United States. These agreements are commonly used by the EPA to enforce environmental cleanup or repairs. The City set aside funds in Fiscal Year 2025-26 to add Automatic Retractable Screen (ARS) and Connector Pipe Screen (CPS) units on City-owned and maintained catch basins. CPS and ARS units are acceptable stormwater Best Management Practices (BMPs) devices that are designed to prevent trash and debris from entering catch basins.

The AOC also requires the City to add CPS and ARS units to Los Angeles County-owned and maintained catch basins. Individual cities within Los Angeles County are accountable for controlling their respective land use, and are ultimately responsible for generating trash, and responsible for the elimination of trash from entering the Los Angeles County-

owned and maintained catch basins and the stormwater conveyance system.

The cost to add CPS and ARS units in Los Angeles County-owned and maintained catch basins is approximately $1.7 million, of which the City is 100% responsible to solely fund this mandated cost. The cost is primarily due to the County requiring the City to resize the catch basins to support the hydraulic capacity of the system and mitigate any flooding when adding the CPS and ARS units. These costs may be partially funded through Measure W (Fund 229) Safe Clean Water Program. Additionally, staff will coordinate an exchange of Metro Proposition A funds (City's annual allocation) to non-discretionary funds to pay for these enhancements.

BACKGROUND/DISCUSSION:

The EPA oversaw an assessment of the City of Montebello's stormwater network. EPA and Los Angeles Regional Water Quality Control Board (LARWQCB) inspectors also conducted an offsite monitoring audit of the City's compliance with its Municipal Separate Storm Sewer System (MS4) Permit from August 25 through October 29, 2020, and found multiple violations of the Federal Clean Water Act (Attachment 1 - MS4 Trash TMDL Program Compliance Inspection – January 2021).

EPA and the LARWQCB found the following violations:

- The City had not complied with the final water quality-based outflow limits for trash under its Permit.
- The City had not completed their Catch Basin Scoping Study or the Catch Basin Retrofit projects, both of which the City had declared it would complete under its response to the Notice of Violation issued by the Regional Board.
- Three catch basins in the City were not equipped with full trash capture systems. Two of these three catch basins were not readily identifiable or included in the City's inventory.

The EPA required the City to provide the following:

- Submit a complete inventory of all catch basins that need full capture devices including those that either have partial or no trash capture devices.
- Submit a completion schedule to install full trash capture devices on all catch basins for EPA approval.

City staff signed AOC (Attachment 2 – Montebello-AOC-04-28-22) in April 2022. The AOC is a legal agreement between the EPA and the City aimed at ensuring compliance with the Federal Clean Water Act regarding stormwater discharges. The 2022 AOC addressed violations related to the discharge of trash into the Los Angeles River and required the City to implement full trash capture devices in its stormwater management practices. Although the City executed the AOC in April 2022, as of May 2026 the City has not fully complied with the requirements set forth in the 2022 AOC. As a result, the City will be required to enter into a new AOC in 2026 that establishes a completion timeline

for compliance with the original requirements.

City staff, the City Attorney's Office, environmental consultants and design engineers met on a monthly basis with the EPA, their legal counsel and LARWQCB to discuss project implementation updates. City staff and the engineering design team commenced coordinating meetings with the County approximately 9 months ago to negotiate acceptable design parameters and obtain the proper permits to reconstruct the catch basins and install CPS and ARS units. County standards and specifications are required to be obeyed and utilized when seeking construction bids. City staff and the engineering design team continue to meet and submit plans for the County's review and approval. Various County departments review and comment on the City's submitted plans.

The EPA's updated AOC reflects their commitment to preventing pollution and protecting the environment. Implementation of the required structural enhancements associated with the catch basin protect the health and wellness of the residents in the region as well as the surrounding environment.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends the City Council authorize the City Manager to execute the Administrative Orders on Consent with the United States Environmental Protection Agency, Region 9.

ATTACHMENT(S)

1. Attachment A - MS4 Trash TMDL Program Compliance Inspection (January 2021)
2. Attachment B - Montebello - 2022 AOC
3. Attachment C - Montebello - 2026 AOC
4. Attachment D - Montebello Catch Basin Retrofit and Reconstruction Project Timeline

U.S. Environmental Protection Agency
Region 9
Enforcement Division
75 Hawthorne Street
San Francisco, CA 94105-3901

MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) TRASH TOTAL MAXIMUM DAILY LOAD (TMDL) PROGRAM COMPLIANCE INSPECTION

CITY OF MONTEBELLO, CALIFORNIA

INSPECTION REPORT

Inspection Dates:
August 25 - October 29, 2020

Report Date:
January 8, 2021

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Appendix A: Regional Board Site Visit Report, August 26, 2020

Appendix B: Catch Basin Before and After Fall Quarterly Cleaning Event, September 18, 2020

Appendix C: April 2019 Notice of Violation

Appendix D: City Response to April 2019 Notice of Violation

Executive Summary

From August 25 – October 29, 2020, the U.S. Environmental Protection Agency (EPA) Region 9, EPA contractor, PG Environmental, and the Los Angeles Regional Water Quality Control Board (Regional Board; hereinafter, collectively, the EPA Inspection Team) conducted a remote inspection of the municipal separate storm sewer system (MS4) program for the City of Montebello, California (hereinafter, City or Permittee). Specifically, the inspection was focused on assessing the accuracy and reliability of the City's reported trash reduction efforts to meet final water quality-based effluent limitations for trash specified in the 2012 Los Angeles County MS4 Permit in accordance with the Los Angeles River Watershed Trash Total Maximum Daily Load (Trash TMDL).

The EPA Inspection Team identified four areas of potential non-compliance. Refer to Section 5.0, Inspection Findings, of this report for additional details.

1. At the time of the inspection, the City had not complied with the September 30, 2016 final water quality-based effluent limitations for trash set forth in the 2012 Los Angeles County MS4 Permit (Permit).
2. At the time of the inspection, the City had not completed all tasks listed in the Summary of Completion Dates included as part of the City's response to the April 2019 Notice of Violation (NOV) issued by the Regional Board to address non-compliance with the 2012 Los Angeles County MS4 Permit and Trash TMDL.
3. At the time of the inspection, the EPA Inspection Team noted three catch basins within the City that were not equipped with full trash capture systems and that potentially discharge to the Rio Hondo River (and subsequently the Los Angeles River). Two of these three catch basins were not readily identifiable or potentially included on the City's catch basin inventory and it was unclear if the City had plans to retrofit these catch basins.
4. Although the City's process for catch basin cleaning was found to be thorough and conducted more frequently than required by the Permit, the EPA Inspection Team observed the potential for wash water from the City's catch basin power washing activities to discharge to the MS4.

1. Background

1.1 Permittee Information

a. Permittee Name: City of Montebello, CA

b. Permittee Contact: James Enriquez, Director of Public Works jenriquez@cityofmontebello.com

c. Waste Discharge Identification (WDID) No.: 4 19M1000140

1.2 General Information

a. *Dates of Inspection*: August 25 – October 29, 2020

b. *Weather Conditions:* Inspection calls with the City of Montebello were conducted virtually. On August 26, 2020, Los Angeles Regional Water Quality Control Board staff conducted visited the City of Montebello during which the weather was sunny and clear.

c. *City Representatives:* James Enriquez (Director of Public Works, City of Montebello), Chelsea Emilio (Environmental Scientist/NPDES Coordinator, Infrastructure Engineers), Gabriel Gutierrez (Engineering Supervisor, Infrastructure Engineers), and Nejteh Der Bedrossian (Operations Manager, Nationwide Environmental Services).

d. *US EPA Region 9 Representatives:* Jamie Marincola (Stormwater, Wetlands and Oil Supervisor, Enforcement and Compliance Assurance Division Water Section II) and Lawrence Torres (NPDES Compliance Unit, Enforcement and Compliance Assurance Division Water Section II).

e. *US EPA Contractor Representative:* Anthony D'Angelo (Environmental Scientist, PG Environmental).

f. *State/Local Representatives:* Ivar Ridgeway (Senior Environmental Scientist, Los Angeles Regional Water Quality Control Board (Regional Board)), Angineh Shahnazarian (Environmental Scientist, Regional Board), and Alireza Rahmani (Water Resource Control Engineer, Regional Board).

g. *Federally Enforceable Requirements Covered During the Inspection*: Stormwater discharges and certain non-stormwater discharges from the City of Montebello's (the City's) municipal separate storm sewer system (MS4) are authorized by the "ORDER NO. R4-2012-0175 as amended by State Water Board Order WQ 2015-0075 and Los Angeles Water Board Order R4-2012-0175-A01 NPDES PERMIT NO. CAS004001WASTE DISCHARGE REQUIREMENTSFOR MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) DISCHARGES WITHIN THE COASTAL WATERSHEDS OF LOS ANGELES COUNTY, EXCEPT THOSE DISCHARGES ORIGINATING FROM THE CITY OF LONG BEACH MS4 , effective on December 28, 2012. The Inspection focused on Permit Part VI.E.5, Water Quality Based Effluent Limitations for Trash.

h. Previous Enforcement Actions: Notice of Violation from the Los Angeles Regional Water Quality Control Board on April 10, 2019.

1.3 Los Angeles County MS4 Permits and Los Angeles River Watershed Total Maximum Daily Load Information

Discharges from the City's MS4 were regulated under the Los Angeles County MS4 Permit Order 01-182 (as amended by Orders R4-2006-0074, R4-2007-0042, and R4-2009-0130) (hereinafter, 2001 LA County MS4 Permit) during the 2011 through 2012 reporting years, and are regulated under the Los Angeles County MS4 Permit Order R4-2012-0175 (as amended by State Water Board Order WQ 2015-0075 and Los Angeles Board Order R4-2012-0175-A01) (2012 LA County MS4 Permit) from 2013 to the present. Part 7.1 of the 2001 LA County MS4 Permit and Part VI. E.5 of the 2012 LA County MS4 Permit (hereinafter, the Permit) requires Permittees that are assigned a Waste Load Allocation (WLA) in a trash total maximum daily load (TMDL) to comply with interim and final water quality-based effluent limitations for trash. The City is subject to effluent limitation requirements for the Los Angeles River Trash TMDL (hereinafter, Trash TMDL) contained in Appendix 7-1 of the 2001 LA County MS4 Permit and Attachment O of the Permit. The Trash TMDL established a seven-year schedule that requires all municipal permittees achieve a 100 percent trash discharge reduction to the Los Angeles River by 2016 or per Permit Part VI.E.5.b.ii(2), meet the Mass Balance Equivalency requirements.

2. Inspection Process

From August 25 – October 29, 2020, the U.S. Environmental Protection Agency (EPA) Region 9, EPA contractor, PG Environmental, and representatives from the Los Angeles Regional Water Quality Control Board (Regional Board, hereinafter, collectively, the EPA Inspection Team) conducted an inspection of the City's MS4 program. Specifically, the inspection was focused on assessing the accuracy and reliability of the City's reported trash reduction efforts to meet final water quality-based effluent limitations for trash set forth in the Permit and in accordance with the Trash TMDL.

On August 17, 2020, EPA Region 9 staff notified the City regarding the MS4 inspection. As part of the inspection, the EPA Inspection Team reviewed past annual reports, Trash TMDL compliance reports, and enforcement documentation provided by the Regional Board and held video conference calls with City representatives to discuss Permit and Trash TMDL compliance.

On August 25, 2020, the EPA Inspection Team held the first of two video conference calls with the City's Public Works Director and City's consultant, Infrastructure Engineers to discuss general MS4 program components as well as trash reduction and system maintenance efforts.

On August 26, 2020, staff from the Regional Board conducted a site visit to the City to assess the condition of storm drains and associated trash capture systems visible from the public right-of-way. The Regional Board visited three areas of the City: 1) commercial corridor on North Beverly Boulevard from North Garfield Avenue to the Rio Hondo River, 2) commercial corridor along West Whitter Avenue between North Wilcox Avenue and the Rio Hondo River, and 3) and an industrial park located in the southern corner of the City near Union Street. Photographs of

the site visit were compiled into a site visit report by Regional Board staff; this site visit report is referenced throughout this report, and included as Appendix A.

On September 9, 2020, the EPA Inspection Team held a second call with the City's Public Works Director and City's consultant, Infrastructure Engineers, as well as a representative of the City's street sweeping and catch basin cleaning contractor, Nationwide Environmental Services. The purpose of the call was to discuss street sweeping and catch basin cleaning activities performed by the City's contractor. Details of the City's street sweeping and catch basin cleaning process are included below in Section 3, Montebello Trash Program.

Following this call, the EPA Inspection Team provided the list of storm drains visited by the Regional Board staff to the City and requested the City photograph the volume of trash and the condition of full capture trash systems located in the catch basin that were not visible from the public right-of-way. In response, on September 18, 2020, the City's contractor, Nationwide Environmental Services photographed each storm drain (inlet and catch basin) before and after its scheduled fall quarterly cleaning event. Photographs were provided to the EPA Inspection Team on October 29, 2020 and compiled into a photograph log by the EPA Inspection Team (refer to Appendix B). All trash capture systems identified by the City for each storm drain visited during both the Regional Board and City site visits were present and operational, with no catch basins showing evidence of excessive trash accumulation or lack of maintenance. The EPA Inspection Team noted the City's process for catch basin cleaning to be thorough, with cleanings occurring more frequently than prescribed in the Permit. Note: for consistency, the term catch basin will be used hereinafter to reference both the entire storm drain structure and physical catch basin of the storm drain structure.

A summary of the City's trash program, compliance pathway efforts, enforcement history, and current trash reduction practices is included in the subsequent sections below.

3. City of Montebello Trash Program

According to the 2010 Census, the City of Montebello has a population of approximately 62,500. The City is located approximately 8 miles southeast of downtown Los Angeles and is a mix of commercial, industrial, and residential areas. The Rio Hondo River runs along the eastern boundary of the City and is the primary receiving water for the MS4.

The City has been reporting compliance based on full capture systems, and absent other information, the Regional Board has assumed that the percentage of full capture systems directly correlates to the percentage of trash reduction.

The City's Public Works Department administers the MS4 program with support by a consultant, Infrastructure Engineers. Annual and TMDL compliance reporting is handled by Infrastructure Engineers; however, field implementation of the City's trash program is conducted by Public Works and City contractor, Nationwide Environmental Services.

3.1. Trash Capture

As stated above, the City elected to implement the full capture compliance pathway in accordance with Part VI.E.5.b.i(1) of the Permit. As reported by the City, 1,048 of the City's identified 1,095 catch basins are currently equipped with partial-capture trash devices, full-capture trash systems, or both. Of the 1,095 catch basins structures, the City identified 465 City owned catch basins and 630 owned by Los Angeles County. For partial trash capture, an automatic retractable screen (ARS) is used at the catch basin inlets. For full trash capture, connector pipe screens (CPS) are used around the catch basin's drainpipe.

At the time of the inspection, the City stated all full capture and partial capture trash systems in the City were installed in 2011 at the request of the City, by the Los Angeles County Flood Control District. As part of the trash capture device installation effort, the City opted to equip multiple catch basins with both ARS and CPS to minimize maintenance needed on catch basins equipped with CPS units. City representatives stated catch basins with either no trash capture or only with partial capture devices (i.e., ARS), were previously determined by Los Angeles County Flood Control District as infeasible for full capture (therefore, do not contain a CPS or other full capture trash device).

The City's most recent catch basin inventory (i.e., Montebello Catch Basin Inventory 2018) was submitted to the Regional Board as part of the City's April 2019 Notice of Violation response (discussed further in Section 4.2), which is included as Appendix D of this report. The City's catch basin inventory identifies the partial and full trash capture status of the 1,095 identified catch basins in the City limits:

- **1,095 total catch basins**
- 124 – ARS only (partial capture)
- 169 – CPS only (full capture)
- 755 – ARS and CPS (full capture)
- 47 – No partial or full trash capture excluder present

Based on the inventory, a total of 171 catch basins within the City were not equipped with full trash capture systems. The City reported that of the 124 catch basins equipped with only ARS, 40 are owned by the City and 84 are owned by Los Angeles County. The City also reported that of the 47 catch basins with no trash capture, 27 are owned by the City and 20 are owned by Los Angeles County. The City's inventory does not identify how many, if any, of the 124 catch basins equipped with only ARS flow to/through another storm drain structure that is fitted with a CPS. Additionally, the EPA Inspection Team identified two additional catch basins within the City without trash capture that were not readily identifiable or potentially present on the City's catch basin inventory (refer to Section 5, Inspection Finding No. 3).

City representatives explained that the City maintains a maintenance agreement with Los Angeles County Flood Control District for any repairs needed for the trash capture systems within the City. Neither the City's Public Works crews, or its contractor, Nationwide

Environmental Services, performs structural maintenance on damaged or non-functional trash capture systems.

3.2. Catch Basin Inspection and Cleaning

Catch basins and associated trash capture systems are inspected and cleaned by contractor, Nationwide Environmental Services (hereinafter, Nationwide). All catch basins in the City (whether City or County owned) are inspected and cleaned quarterly using Nationwide vacuum trucks. Approximately 35-40 catch basins are cleaned each day, taking approximately 20 working days to clean each catch basin each quarter. Cleanings are typically conducted in January, April, July, and October. Additional as needed cleaning is conducted by the contractor during the wet season (October through May).

Nationwide removes trash and debris from the catch basin, and pressure washes the sidewalls and floor of the catch basin to remove sediment and grit. As stated by the Nationwide Operations Manager, a vacuum truck provides continual suction to the bottom of the catch basin during the washing operation to remove wash water, preventing it from discharging to the drainpipe (refer to Section 5, Inspection Finding No. 4).

As previously stated, on September 18, 2020, Nationwide representatives, on behalf of the City, photographed various catch basins both before and after the scheduled fall quarterly cleaning event. The City provided photographs provided to the EPA Inspection Team on October 29, 2020 which were compiled into a photograph log by the EPA Inspection Team (refer to Appendix B).

The Nationwide Operations Manager explained that catch basin debris is temporarily stored and decanted at the Nationwide transfer station in Norwalk, CA. Wastewater from decanting process is treated in a seven-stage clarifier prior to discharge to the sanitary sewer. Decanted catch basin debris is hauled to a municipal landfill.

3.3. Street Sweeping

Nationwide is contracted to perform street sweeping through the City. As explained by the Nationwide Operations Manager, the company has a fleet of 70 street sweepers with approximately 100 street sweeper operators. Three sweepers are operated in the City each day. Nationwide has developed a street sweeping schedule for the City with frequencies for residential roadways, arterial roadways, industrial areas, and City-owned parking lots. The Nationwide Operations Manager estimated that City street sweeping removes 130-150 tons of sweepings per month. He added that sweepers are designed to operate at 10-12 miles per hour (mph); however, the company instructs its operators to drive at 6-8 mph to optimize sweeping.

All street sweepings are brought to a Nationwide-owned transfer station in Norwalk, CA and eventually hauled to the Savage Canyon municipal landfill. The City is responsible for paying

the disposal fee at the landfill. The EPA Inspection Team did not request or review Nationwide's sweepings weight or disposal records as a component of this inspection.

4. Enforcement History

Since at least 2015, the City has not complied with the final water quality-based effluent limitations for trash set forth in the Permit and Trash TMDL and as such, has been subject to enforcement by the Regional Board.

4.1. April 2019 Notice of Violation

As part of its compliance oversight of the City's MS4 program, the Regional Board reviewed the City's Trash TMDL Annual Reports from 2011 through 2018 and determined that the City failed to comply with the reporting requirements and/or effluent limitations of the Trash TMDL. Specifically, since 2011, the City has reported to the Regional Board that 84 percent of the City's catch basins are served by full capture systems and it was reported that since 2014, the City has failed to comply with the annual trash reduction effluent limitations required by the Permit. A Notice of Violation (NOV) was issued by the Regional Board to the City on April 10, 2019 for "failing to comply with the Los Angeles River Watershed Trash Effluent Limitations for uncompressed trash and drip-dry trash for the years of 2014-2018" (refer to Appendix C).

As part of the NOV, the Regional Board required the City to submit a technical report describing how and when the City will return to compliance with the final effluent limitation of a 100 percent reduction in trash discharged to the Los Angeles River (also expressed as 0 percent discharge of trash), by May 31, 2019.

4.2. City Response to April 2019 NOV

On May 28, 2019, the City provided its response to the April 2019 NOV to the Regional Board (refer to Appendix D). As part of their response, the City notes in 2017-2018 they completed a project to inventory both City and County-owned catch basins that resulted in a revised total of 1,095 catch basins within the City of Montebello, 23 less than reported in previous years. Specifically, the City notes "the total number of catch basins as well as the total number of catch basins with full and partial capture devices was incorrect during that time, however the City was unaware of this until 2018." Additionally, the City notes that the 2017-2018 catch basin inventory project, "also found that the total number of catch basins served by FCD/PCDs within jurisdiction to be 1,029 out of the 1,095 total, equaling 94% compliance, meaning that the City did not violate the permits (sic) 2014 compliance requirement of 90%."

The City's response to the April 2019 NOV also notes that the City's Fiscal Year 2019-2020 budget will include a budgeted capital improvement project (CIP) to address remaining catch basins without full trash capture. Specifically, the City states in its response, "The approved budget will include a Capital Improvement Project (CIP) to install trash excluders in deficient catch basins which are approximately 16% of the total catch basins citywide. The proposed trash

excluders will be full capture devices and will also replace partial capture devices where feasible…. In order to identify the extent of work to be done for bidding purposes, a scoping study will be completed by July 30, 2019. Quantities and other pertinent details of the deficient catch basins (approximately 171) will be identified in the scoping study. A cost estimate was developed based off current data. From this the City will then be able to include a CIP in the FY2019-2020 City Budget. This CIP will be constructed by June 30, 2020 and will bring Montebello into full compliance with the Trash TMDL."

As part of its response, the City notes that 104 of the 630 catch basins owned by Los Angeles County in the City need to be brought into compliance and that once the prior mentioned Scoping Study is complete, the City will apply for a County permit to retrofit County-owned catch basins. The City also responded that it had plans to include the deficient County-owned catch basins in the FY 2019-2020 retrofit project which is subject to the issuance of a County permit.

The City notes in its response, "With the completion of the Capital Improvement Projects to install full capture trash excluders to the remaining catch basins in conjunction with the application for a LACFCD Permit to retrofit County owned catch basins, the City will undoubtedly return to 100% compliance with the Trash TMDL and water quality-based effluent limitations set forth by the MS4 Permit and Regional Water Board. In the case that a select number of catch basins may not been deemed eligible for retrofit the City will continue to complete updated Compliance Summary Reports to evaluate the effectiveness of its alternative compliance measures and will continue to develop strategies to address all catch basins until the City reaches 100% compliance."

5. Inspection Findings

The EPA Inspection Team identified four areas of potential non-compliance:

1. Permit Part VI.E.5.a states that "Permittees shall comply with the interim and final water quality-based effluent limitations for trash set forth in Attachments L through R … vi. Los Angeles River Trash TMDL (Attachment O)." Attachment O Part A.2 states that the "Permittees shall comply with the final water quality-based effluent limitation of zero trash discharged to the Los Angeles River no later than September 30, 2016 and every year thereafter."

   At the time of the inspection, the City had not complied with the September 30, 2016 final water quality-based effluent limitations for trash set forth in the Permit. As noted in the City's response to the April 2019 NOV, the City's full capture (trash reduction) status was reported at 94 percent. The Trash TMDL required the City to achieve zero trash discharge by September 30, 2016.

2. Permit Part VI.E.5.b states, "Pursuant to California Water Code section 13360(a), Permittees may comply with the trash effluent limitations using any lawful means. Such compliance options are broadly classified as full capture, partial capture, institutional controls, or minimum frequency of assessment and collection, as described below, and any combination of these may be employed to achieve compliance…"

   Permit Part VI.E.5.b.i(1)(c) states, "Permittees may comply with their effluent limitations through progressive installation of *full capture systems* throughout their jurisdictional areas until all areas draining to… the Los Angeles River system... For purposes of this Order, attainment of the effluent limitations shall be conclusively presumed for any drainage…Los Angeles River (and its tributaries), …where certified *full capture systems* treat all drainage from the area, provided that the *full capture systems* are adequately sized and maintained, and that maintenance records are up-to-date and available for inspection by the Regional Water Board…(ii) A Permittee shall be deemed in compliance with its interim effluent limitations, where applicable: 1. By demonstrating that full capture systems treat the percentage of drainage areas in the watershed that corresponds to the required trash abatement. 2. Alternatively, a Permittee may propose a schedule for installation of full capture systems in areas under its jurisdiction and/or authority within a given watershed, targeting first the areas of greatest trash generation, for the Executive Officer's approval. The Executive Officer shall not approve any such schedule that does not result in timely compliance with the final effluent limitations, consistent with the established TMDL implementation schedule and applicable State policies. A Permittee shall be deemed in compliance with its interim effluent limitations provided it is fully in compliance with any such approved schedule."

At the time of the inspection, the City had not completed all tasks listed in the Summary of Completion Dates included as part of its response to the April 2019 NOV issued by the Regional Board to address non-compliance with the Trash TMDL.

a. It was not apparent if the City had met its commitment in the response to the April 2019 NOV to complete a catch basin Scoping Study by July 30, 2019. At the time of the inspection, the City was unaware which catch basins without full capture systems could feasibly be retrofitted with full capture systems. As noted in Inspection Finding No. 2.c, below, the City had recently applied to the Los Angeles County Flood Control District to determine which remaining catch basins in the City could be retrofitted with full capture systems and were still awaiting results.

b. The City had not completed the Catch Basin Retrofit CIP, as described in its response to the April 2019 NOV, by June 30, 2020. It was unclear if the City had adequately communicated its inability to complete this CIP by June 30, 2020 to the Regional Board. During the inspection, City representatives stated no trash capture system installation or retrofits had been performed in the City since the issuance of the April 2019 NOV.

c. The City explained to the EPA Inspection Team that in July 2020, the City applied to the Los Angeles County Flood Control District to assess full trash capture feasibility on all remaining catch basins currently without full capture systems. They added that the application process was anticipated to take 6-8 weeks and at the time of the inspection, the City had not heard back from the Los Angeles County Flood Control District on the number of catch basins that can be retrofitted. Furthermore, they stated that once the City receives the total number of catch basins that can feasibly be retrofitted with full capture systems, the City will issue a request for price (RFP) for a contractor to install the trash systems. City staff stated that they hope to complete all new trash capture retrofits by the end of 2020. However, the EPA Inspection Team noted that according to the City's April 2019 NOV response, the Los Angeles County Flood Control District application is only for assessing County-owned catch basins, not City-owned catch basins. It was unclear to the EPA Inspection Team if the 67 City-owned catch basins (40 partial capture only, 27 no trash capture) identified on its inventory would be assessed by Los Angeles County Flood Control District for full trash capture feasibility.

3. Permit Part VI.E.5.b.i(1): "A Permittee shall be deemed in compliance with its final effluent limitation if it demonstrates that all drainage areas under its jurisdiction and/or authority are serviced by appropriate certified full capture systems as described in paragraph (1)(c)."

At the time of the inspection, the EPA Inspection Team noted three catch basins within the City that were not equipped with full trash capture systems that potentially discharge to the Rio Hondo River (and subsequently the Los Angeles River). Two of these three catch basins were not readily identifiable or potentially included on the City's catch basin inventory and it was unclear if the City had plans to retrofit these catch basins.

a. **Catch Basin No. 147** is City owned and was previously equipped with only an ARS as a CPS is not feasible due to the layout of the catch basin and drainpipe (refer to Appendix B, Page 5). It was unclear to the EPA Inspection Team if this catch basin will be evaluated for full capture potential by Los Angeles County Flood Control District or how the City planned to address full capture for this asset. As stated above, it was unclear based on documentation provided in the City's catch basin inventory if this catch basin flowed to/through another storm drain structure that is equipped with a CPS.

b. The Regional Board staff observed two catch basins within the City limits that were not readily identifiable and potentially not included on the City's catch basin inventory. The Regional Board staff observed that both catch basins were not equipped with trash capture systems and contained accumulated trash at the time of the site visit on August 26, 2020. These are referred to as Catch Basin No. 1 and No. 4 in Appendix A: Regional Board Site Visit Report. It was unclear to the EPA Inspection Team whether these assets were owned by the City or County.

- **Catch Basin No. 1:** Located in a commercial portion of the City on the north side of West Whittier Boulevard, between North Garfield Avenue and Via Clemente Street (Lat. 34.014954, Long. -118.130749). This catch basin shares a corner with CB No. 498 in Table 1 of the Regional Board Site Visit Report (refer to Appendix A, Photographs 75-78).
- **Catch Basin No. 4:** Located in an industrial portion of the City on the north side of Union Street, just east of Greenwood Avenue (Lat. 33.981221, Long. -118.127127; refer to Appendix A, Photographs 87-90).

4. Permit Part III.A.1, Prohibition of Non-Storm Water Discharges: "Each Permittee shall, for the portion of the MS4 for which it is an owner or operator, prohibit non-storm water discharges through the MS4 to receiving waters…"

Although the City's process for catch basin cleaning was found to be thorough and conducted more frequently than required by the Permit, the EPA Inspection Team observed the potential for wash water from catch basin power washing activities to discharge to the MS4. The Nationwide Operations Manager stated that during power washing operations, the vacuum truck continuously applies suction to the bottom of the catch basin to collect wash water. He added that the catch basin's drainpipe is not blocked during power washing activities. The EPA Inspection Team noted multiple catch

basins with vertical drainpipes in the floor of the catch basin (e.g., CB Nos. 147 and 163; refer to Appendix B, Pages 5 and 7, respectively). Vertical floor drains may not allow for complete capture of wash water by a vacuum truck during power washing activities. The City's contractor must ensure that wash water from its catch basin power washing operations is not discharged from the catch basin during cleaning events. If not already developed, the City's contractor should consider developing a written standard operating procedure (SOP) with best management practices on catch basin power washing operations and training contractor crews on this SOP.

Appendix A:
Regional Board Site Visit Report
August 26, 2020

Site Visit Report

Report Date: August 28, 2020

Site Name and Address: City of Montebello selected storm drain catch basins, multiple locations

Site Visit Date: August 26, 2020

Weather Condition: Sunny and hot

Site Visit Attendees: Ali Rahmani, Los Angeles Water Board staff

Background

The USEPA provided a list of catch basins (CBs) throughout the City of Montebello (City) to the Los Angeles Water Board they were interested in documenting their physical condition. These CBs were to be visited and the cleanliness, functionality of BMPs, and overall condition documented. In addition to the list, the USEPA requested the Los Angeles Water Board staff (staff) to document the condition of some of the CBs in the southern corner of the City, between interstate 5 and the Rio Hondo River, south of the railroad tracks. Table 1 lists the 17 CBs the USEPA wanted staff to visit. Table 2 lists two additional CBs in the vicinity of the CBs assigned by USEPA and two CBs withing the southern corner of the City.

Site Visit

The selected CBs are equipped with either an Automatic Retractable Screen (ARS), a Connector Pipe Screen (CPS), or both. While the ARS units are exposed and visible from the street, the CPS units are installed within the CB and not visible from the outside. Staff tried to peek through the CB inlets to observe and take photos of the CPS units; however, on most of the CBs, this task was very challenging and clear photos could not be taken. Below are pictures and summaries for each catch basin.

Table 1 – List of catch basins provided by USEPA

CB #	CB ID	Installed Unit	Street	Cross Street	Corner	Address
89	1969222	ARS	Whittier Blvd.	Concourse Ave.	NW	
147	106900A	ARS	Beverly Blvd.	7th St.	SW	
162	2022091	ARS	Poplar Ave.	Beverly Blvd.	SW	101 Beverly Blvd.
163	2022094	ARS	Beverly Blvd.	2nd St.	SE	111 Beverly Blvd.
164	2022096	ARS	Beverly Blvd.	3rd St.	SE	Beverly Hospital
165	2022098	ARS	Beverly Blvd.	3rd St.	SW	Beverly Hospital
188	1969216	CPS	Wilcox Ave.	Whittier Blvd.	NW	
189	1969220	CPS	Concourse Ave.	Whittier Blvd.	NW	
498	1969191	ARS & CPS	Garfield Ave.	Whittier Blvd.	NW	
499	1969193	ARS & CPS	Garfield Ave.	Whittier Blvd.	SW	
518	1969217	ARS & CPS	Whittier Blvd.	Wilcox Ave.	NW	
519	1969218	ARS & CPS	Whittier Blvd.	Wilcox Ave.	SW	
859	1969342	ARS & CPS	Whittier Blvd.	7th St.	NW	
860	1969347	ARS & CPS	Whittier Blvd.	6th St.	SW	
1027	2022221	ARS & CPS	Whittier Blvd.	Bluff/Rio Hondo River	NID	100 Natasha Ln.
1028	2022222	ARS & CPS	Whittier Blvd.	Bluff/Rio Hondo River	NID	140 Whittier Blvd.
1038	4-009	ARS & CPS	Whittier Blvd.	5th St.	NE	424 Whittier Blvd.

Table 2 – Extra CBs observed

Extra CB #	CB ID	Street	Cross Street	Corner	Coordinates	Note
1		Whittier Blvd.	Garfield Ave.	NW	34.014954, -118.130749	This CB is in the proximity of CB # 498 in Table 1.
2	2022090	Beverly Blvd.	Poplar Ave.	SW	34.015352, -118.097789	This CB is in the proximity of CB # 162 in Table 1.
3	1971116	Union St.	Gage Rd.	NE	33.979201, -118.122510	This CB is in the southern corner of the City.
4		Union St.	Greenwood Ave.	NE	33.981221, -118.127127	This CB is in the southern corner of the City.

Field Observation and Summary

CB #89

At the time of the visit, a vehicle was parked in front of this CB and made access very difficult. The CB had a signage (photo 1) and the ARS screen had minimal debris (photos 2 and 3).



Photo 1



Photo 2



Photo 3

CB #147

The ARS screen had some leaves and branches covering it and the signage had faded (photos 4 and 5). There were branches sticking out of the CB, through the ARS screen (photos 6 and 7).



Photo 4



Photo 5



Photo 6



Photo 7

CB #162

The ARS screen had some debris covering a part of it and there was no signage visible (photos 8 and 9). Staff tried to peek through the gap above the ARS screen and take photos of inside the CB, but the photos are not very clear (photos 10 and 11).



Photo 8



Photo 9



Photo 10



Photo 11

CB #163

There was no signage visible (photo 12). The ARS screen had some leaves and debris covering it (photos 13 and 14). Staff tried to peek through the ARS screen and take a photo of inside the CB, but the photo is not very clear (photo 15).



Photo 12



Photo 13



Photo 14



Photo 15

CB #164

There was no signage visible and the ARS screen had some leaves covering it (photos 16 and 17). Staff tried to peek through the gap over the ARS screen and take a photo of inside the CB, but the photo is not very clear (photo 18).



Photo 16



Photo 17



Photo 18

CB #165

There was no signage visible (photo 19). The ARS screen had some leaves and debris covering it (photo 20). Some leaves had passed through the ARS screen (photos 21 and 22). Staff tried to peek through the gap over the ARS screen and take a photo of inside the CB, but the photo is not very clear (photo 23).



Photo 19



Photo 20



Photo 21



Photo 22



Photo 23

CB #188

This CB is not equipped with an ARS unit. There was a clear signage visible and no debris were observed around the CB inlet (photos 24 and 25). Staff tried to peek through the CB inlet and take photos of the CPS unit, but the photos did not capture the CPS unit (photos 26 and 27).



Photo 24



Photo 25



Photo 26



Photo 27

CB #189

This CB is equipped with a CPS unit only. There was clear signage visible and no debris were observed around the CB inlet (photos 28 and 29). Staff peek through the CB inlet and took photos of the CPS unit. There was some debris inside the CB and the screens on the sides of the CPS unit appeared to be completely open (photos 30, 31, and 32).



Photo 28



Photo 29



Photo 30



Photo 31



Photo 32

CB #498

This CB is equipped with an ARS and a CPS unit. There was a clear signage visible and some debris were observed on the ARS screen (photos 33 and 34). Staff tried to peek through gap over the ARS screen to observe the CPS unit. While some debris were visible, the CPS unit was not captured in the photos (photos 35 and 36).



Photo 33



Photo 34



Photo 35



Photo 36

CB #499

This CB is equipped with an ARS and a CPS unit. There was a clear signage visible and some debris were observed on the ARS screen (photos 37 and 38). Staff tried to peek through the ARS screen and the gap over it to observe the CPS unit. However, staff could not clearly observe the CPS unit. (photos 39 and 40).



Photo 37



Photo 38



Photo 39



Photo 40

CB #518

This CB is equipped with an ARS and a CPS unit. There was a clear signage visible and some debris were observed on the ARS screen (photos 41 and 42). Staff tried to peek through the ARS screen and the gap over it to observe the CPS unit. However, staff could not clearly observe the CPS unit. (photo 43).



Photo 41



Photo 42



Photo 43

CB #519

This CB is equipped with an ARS and a CPS unit. The signage was beginning to fade and some debris were observed on the ARS screen (photos 44 and 45). Staff tried to peek through the ARS screen and the gap over it to observe the CPS unit. While a clear shot of the CPS was not possible (photo 46), some debris were observed on behind the ARS screen and in the CB (photos 47 and 48).



Photo 44



Photo 45



Photo 46



Photo 47



Photo 48

CB #859

This CB is equipped with an ARS and a CPS unit. At the time of the visit, a truck was parked in front of the CB making it very difficult for a close observation (photo 49). However, signage over the CB was not visible (photo 50).



Photo 49



Photo 50

CB #860

This CB is equipped with an ARS and a CPS unit. Signage was not visible and some debris were observed on the ARS screen (photos 51 and 52). One of the ARS screens appeared to be pushed open by debris, dirt, and soil buildup (photo 53). Staff tried to peek through the gap over ARS screen to observe the CPS unit. However, staff could not clearly observe the CPS unit. (photos 54 and 55).



Photo 51



Photo 52



Photo 53



Photo 54



Photo 55

CB #1027

This CB is equipped with an ARS and a CPS unit. The signage was beginning to fade (photo 56). Some debris were observed on the ARS screen, opening one of the screens (photos 57 and 58). Staff tried to peek through the ARS screen and the gap over it to observe the CPS unit. While the CPS unit could not be observed, some leaves and debris were observed inside the CB (photos 59, 60, and 61).



Photo 56



Photo 57



Photo 58



Photo 59



Photo 60



Photo 61

CB #1028

This CB is equipped with an ARS and a CPS unit. The signage is fading, making it difficult to see (62). Debris were observed on the ARS screen, pushing it to the open position (photos 63 and 64). Staff tried to peek through the ARS screen and the gap over it to observe the CPS unit. While the CPS unit could not be observed, some leaves were observed inside the CB (photos 65 and 66).



Photo 62



Photo 63



Photo 64



Photo 65



Photo 66

CB #1038

This CB is equipped with an ARS and a CPS unit. There was a clear signage (photo 67). Some debris were observed on the ARS screen, pushing one of the screens to the open position (photos 68, 69, and 70). Debris appeared to have entered the CB through the open ARS screen (photo 71). Staff tried to peek through the ARS screen to observe the CPS unit, but it was not clearly visible (photos 72, 73, and 74).



Photo 67



Photo 68



Photo 69



Photo 70



Photo 71



Photo 72



Photo 73



Photo 74

Extra Catch Basins Observed

CB #1

This CB is located on the north side of Whittier Boulevard, between Garfield Avenue and Via Clemente Street and shares a corner with CB # 498 in Table 1. While within the City, it does not appear to be listed as one of the City's CBs. The CB had very vague remains of signage (photo 75, circled in red). However, it did not appear to be equipped with neither an ARS unit nor a CPS unit (photos 76 and 77). Trash and debris were observed inside the CB (photos 77 and 78).



Photo 75



Photo 76

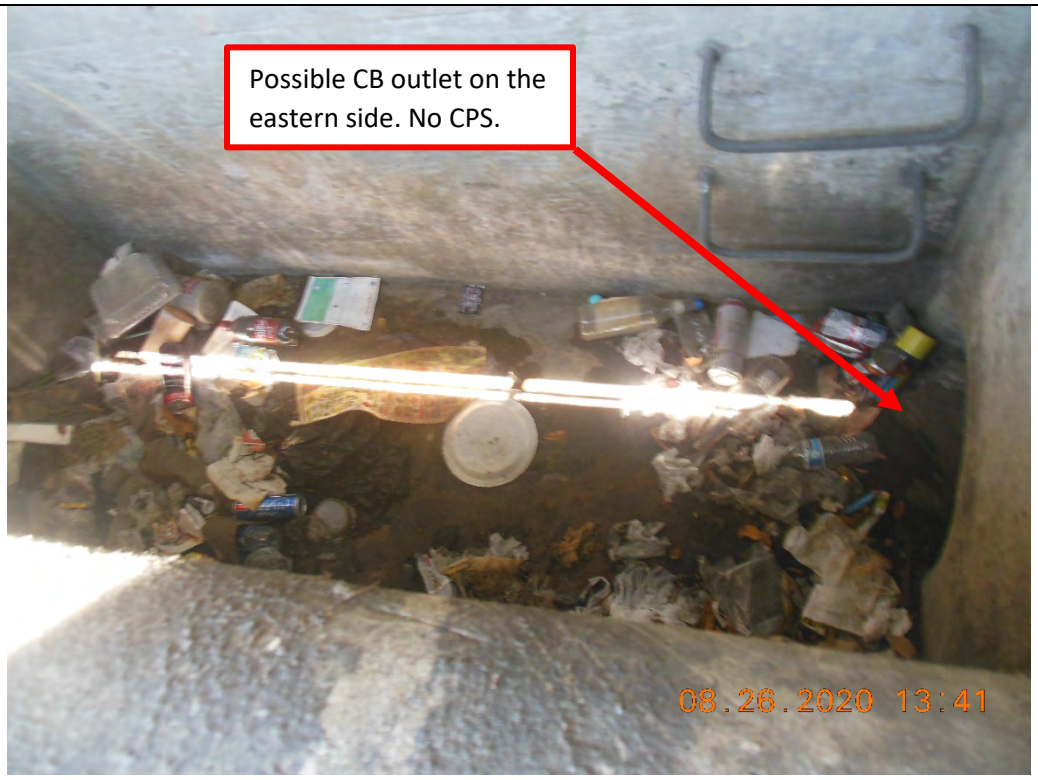


Photo 77



Photo 78

CB #2

This CB is located on the south side of Beverly Boulevard, just west of Poplar Avenue, and shares a corner with CB # 162 in Table 1. It is identified as CB number 2022090. It is equipped with an ARS and a CPS unit. No signage was visible and excessive leaves and debris against the ARS screen had pushed it to open position (photos 79 through 82). Staff tried to peek through the gap over the ARS screen to observe the CPS unit, but a clear shot was not possible (photo 83).



Photo 79



Photo 80



Photo 81



Photo 82

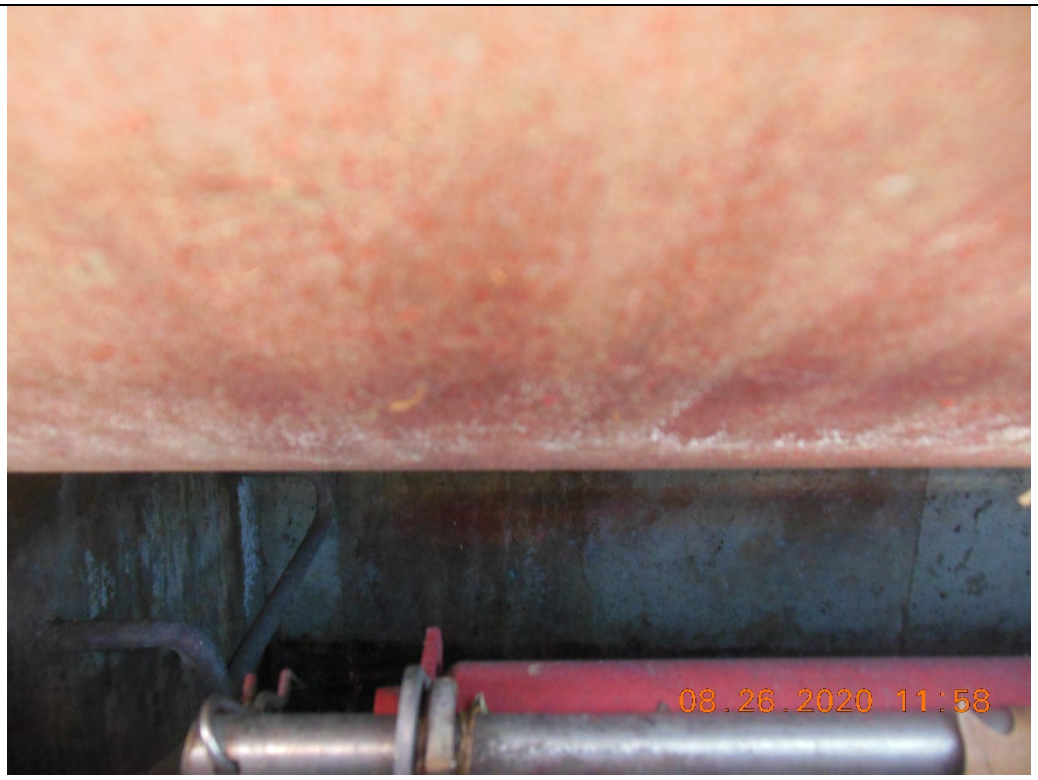


Photo 83

CB #3

This CB is located on the north side of Union Street, just west of Gage Road. It is identified by CB number 1971116. It is in an industrial area in the southern part of the City. It is equipped with an ARS and a CPS unit. There was a clear signage visible (photo 84). Debris were observed on the ARS screen pushing it to the open position (photo 85). Peeking through the gap over the ARS screen revealed leaves inside the CB (photo 86). However, the CPS unit was not visible through the gap.



Photo 84



Photo 85



Photo 86

CB #4

This CB is located on the north side of Union Street, just east of Greenwood Avenue. It is in an industrial area in the southern part of the City. While within the City, it does not appear to be listed as one of the City's CBs. Signage was not visible and the CB appeared to have trash inside it with no ARS or a CPS unit installed. (photos 87 through 90).



Photo 87



Photo 88



Photo 89



Photo 90

Conclusion

Without access to the catch basins, observing interior condition of the catch basin, CPS units, and BMP maintenance is challenging. However, there were several ARS units that had debris covering their screens and, in some cases, pushing the screen to the open position. Also, where the interior of the catch basins could be observed, debris was observed inside the catch basin. In one case (CB # 189), the CPS appeared to be cut open on the sides possibly rendering it ineffective. Additionally, two catch basins (extra CBs 1 and 4) appeared to have collected debris in them with no ARS or CPS units implemented.

Appendix B:
Catch Basin Before and After Fall Quarterly Cleaning Event
September 18, 2020

Appendix B: Catch Basin Before and After Fall Quarterly Cleaning Event, September 18, 2020

On behalf of the City, on September 18, 2020, Nationwide Environmental Services conducted its scheduled fall quarterly catch basin inspection and cleaning event. Field cleaning crews took photographs of the condition of each catch basin and associated trash capture system before and after its scheduled cleaning. Photographs were provided to the EPA Inspection Team on October 29, 2020 and were subsequently compiled into this photograph log.

Table B-1. List of Catch Basins Requested for City Inspection and Photographs

CB Inventory No.	CB ID	Installed Unit	Street	Cross Street	Corner	Address
89	1969222	ARS	Whittier Blvd.	Concourse Ave.	NW	
147	106900A	ARS	Beverly Blvd.	7th St.	SW	
162	2022091	ARS	Poplar Ave.	Beverly Blvd.	SW	101 Beverly Blvd.
163	2022094	ARS	Beverly Blvd.	2nd St.	SE	111 Beverly Blvd.
164	2022096	ARS	Beverly Blvd.	3rd St.	SE	Beverly Hospital
165	2022098	ARS	Beverly Blvd.	3rd St.	SW	Beverly Hospital
188	1969216	CPS	Wilcox Ave.	Whittier Blvd.	NW	
189	1969220	CPS	Concourse Ave.	Whittier Blvd.	NW	
314	1971114	CPS	Union St.	Gage Rd.	SW	
315	1971121	CPS	Greenwood Ave.	Union St.	SW	

498	1969191	ARS & CPS	Garfield Ave.	Whittier Blvd.	NW	
499	1969193	ARS & CPS	Garfield Ave.	Whittier Blvd.	SW	
518	1969217	ARS & CPS	Whittier Blvd.	Wilcox Ave.	NW	
519	1969218	ARS & CPS	Whittier Blvd.	Wilcox Ave.	SW	
859	1969342	ARS & CPS	Whittier Blvd.	7th St.	NW	
860	1969347	ARS & CPS	Whittier Blvd.	6th St.	SW	
955	1971116	ARS & CPS	Union St.	Gage Rd.	NE	
960	1971123	ARS & CPS	Greenwood Ave.	Union St.	NE	
1014	2022090	ARS & CPS	Beverly Blvd.	Poplar Ave.	SW	
1027	2022221	ARS & CPS	Whittier Blvd.	Bluff/Rio Hondo River	NID	100 Natasha Ln.
1028	2022222	ARS & CPS	Whittier Blvd.	Bluff/Rio Hondo River	NID	140 Whittier Blvd.
1038	4-009	ARS & CPS	Whittier Blvd.	5th St.	NE	424 Whittier Blvd.

CB No. 89 (CB ID: 1969222) – ARS and CPS
Location: Whittier Blvd. and Concourse Ave.



Photograph 1 – Before



Photograph 2 – Before



Photograph 3 – After



Photograph 4 – After

CB No. 147 (CB ID: 106900A) - ARS
Location: Beverly Blvd. and 7th St.



Photograph 1 – Before



Photograph 2 – Before



Photograph 3 – After



Photograph 4 – After

CB No. 162 (CB ID: 2022091) - ARS
Location: Poplar Ave. and Beverly Blvd.



Photograph 1 – Before



Photograph 2 – Before



Photograph 3 – After



Photograph 4 – After

CB No. 163 (CB ID: 2022094) - ARS
Location: Beverly Blvd. and 2nd St.



Photograph 1 – Before



Photograph 2 – Before



Photograph 3 – After



Photograph 4 – After

CB No. 164 (CB ID: 2022096) - ARS
Location: Beverly Blvd. and 3rd St.



Photograph 1 – Before



Photograph 2 – Before



Photograph 3 – After



Photograph 4 – After

CB No. 165 (CB ID: 2022098) - ARS
Location: Beverly Blvd. and 3rd St.



Photograph 1 – Before



Photograph 2 – Before



Photograph 3 – After



Photograph 4 – After

<table>
<tr><td colspan="2">CB No. 188 (CB ID: 1969216) - CPS
Location: Wilcox Ave. and Whittier Blvd.</td></tr>
<tr><td> 
</td><td> 
</td></tr>
<tr><td>Photograph 1 – Before</td><td>Photograph 2 – Before</td></tr>
<tr><td>No picture provided, no ARS</td><td> 
</td></tr>
<tr><td>Photograph 3 – After</td><td>Photograph 4 – After</td></tr>
</table>

CB No. 189 (CB ID: 1969220) - CPS
Location: Concourse Ave. and Whittier Blvd.



Photograph 1 – Before



Photograph 2 – Before

No picture provided, no ARS

Photograph 3 – After



Photograph 4 – After

CB No. 314 (CB ID: 1971114) - CPS
Location: Union St. and Gage Rd.



Photograph 1 – Before



Photograph 2 – Before

No picture provided, no ARS

Photograph 3 – After



Photograph 4 – After

CB No. 315 (CB ID: 1971121) - CPS
Location: Greenwood Ave. and Union St.



Photograph 1 – Before



Photograph 2 – Before

No picture provided; no ARS

Photograph 3 – After



Photograph 4 – After

CB No. 498 (CB ID: 1969191) – ARS & CPS
Location: Garfield Ave. and Whittier Blvd.



Photograph 1 – Before



Photograph 2 – Before

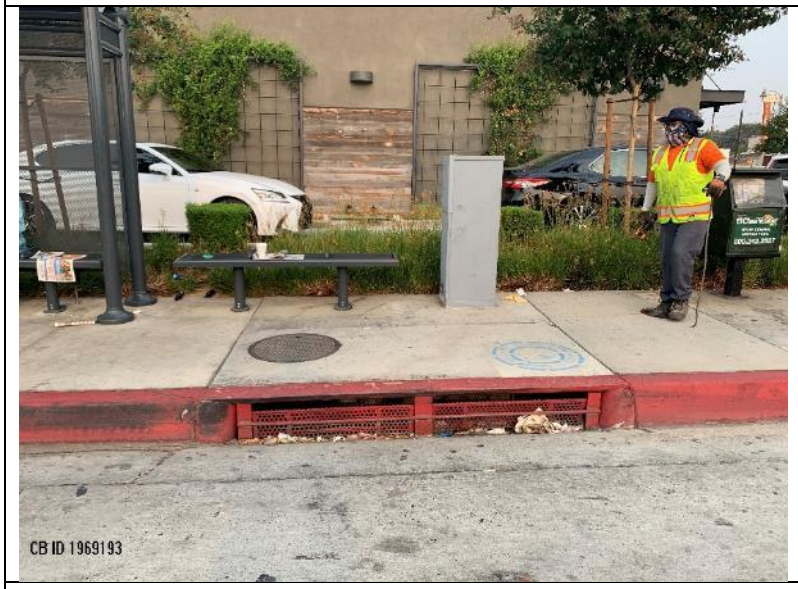


Photograph 3 – After



Photograph 4 – After

CB No. 499 (CB ID: 1969193) – ARS & CPS
Location: Garfield Ave. and Whittier Blvd.



Photograph 1 – Before



Photograph 2 – Before



Photograph 3 – After



Photograph 4 – After

CB No. 518 (CB ID: 1969217) – ARS & CPS
Location: Whittier Blvd. and Wilcox Ave.



Photograph 1 – Before



Photograph 2 – Before



Photograph 3 – After



Photograph 4 – After

CB No. 519 (CB ID: 1969218) – ARS & CPS
Location: Whittier Blvd. and Wilcox Ave.



Photograph 1 – Before



Photograph 2 – Before



Photograph 3 – After



Photograph 4 – After

CB No. 859 (CB ID: 1969342) – ARS & CPS
Location: Whittier Blvd. and 7th St.



Photograph 1 – Before



Photograph 2 – Before



Photograph 3 – After



Photograph 4 – After

CB No. 860 (CB ID: 1969347) – ARS & CPS
Location: Whittier Blvd. and 6th St.



Photograph 1 – Before



Photograph 2 – Before



Photograph 3 – After



Photograph 4 – After

CB No. 955 (CB ID: 1971116) – ARS & CPS
Location: Union St. and Gage Rd.



Photograph 1 – Before



Photograph 2 – Before



Photograph 3 – After



Photograph 4 – After

CB No. 960 (CB ID: 1971123) – ARS & CPS
Location: Greenwood Ave. and Union St.



Photograph 1 – Before



Photograph 2 – Before



Photograph 3 – After



Photograph 4 – After

CB No. 1014 (CB ID: 2022090) – ARS & CPS
Location: Beverly Blvd. and Poplar Ave.



Photograph 1 – Before



Photograph 2 – Before



Photograph 3 – After



Photograph 4 – After

CB No. 1027 (CB ID: 2022221) – ARS & CPS
Location: Whittier Blvd. and Bluff/Rio Hondo River (100 Natasha Ln.)



Photograph 1 – Before



Photograph 2 – Before



Photograph 3 – After



Photograph 4 – After

CB No. 1028 (CB ID: 2022222) – ARS & CPS
Location: Whittier Blvd. and Bluff/Rio Hondo River (140 Whittier Blvd.)



Photograph 1 – Before



Photograph 2 – Before



Photograph 3 – After



Photograph 4 – After

CB No. 1038 (CB ID: 4-009) – ARS & CPS
Location: Whittier Blvd. and 5th St. (424 Whittier Blvd.)



Photograph 1 – Before



Photograph 2 – Before



Photograph 3 – After



Photograph 4 – After

Appendix C:
April 2019 Notice of Violation (NOV)

April 10, 2019

Mr. Danilo Batson
Assistant City Manager/Public Works Director
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

Certified Mail
Return Receipt Requested
Claim No. 7018 3090 0000 5247 2260

NOTICE OF VIOLATION: FAILURE TO COMPLY WITH MONITORING AND REPORTING REQUIREMENTS AND WITH WATER QUALITY-BASED EFFLUENT LIMITATIONS FOR TRASH AS REQUIRED BY THE LOS ANGELES COUNTY MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT ORDER 01-182 AND ORDER R4-2012-0175

Dear Mr. Danilo Batson:

Discharges from the City of Montebello's (City) municipal separate storm sewer system (MS4) were regulated under the Los Angeles County MS4 Permit Order 01-182 (as amended by Orders R4-2006-0074, R4-2007-0042, and R4-2009-0130) (hereinafter 2001 LA County MS4 Permit) during the 2011 through 2012 reporting years, and are regulated under the Los Angeles County MS4 Permit Order R4-2012-0175 (as amended by State Water Board Order WQ 2015-0075 and Los Angeles Board Order R4-2012-0175-A01) (hereinafter 2012 LA County MS4 Permit) from 2013 to the present. Part 7.1 of the 2001 LA County MS4 Permit and Part VI.E.5 of the 2012 LA County MS4 Permit requires Permittees that are assigned a Waste Load Allocation in a trash total maximum daily load (TMDL) to comply with interim and final water quality-based effluent limitations for trash. The City is subject to effluent limitation requirements for the Los Angeles River Trash TMDL contained in Appendix 7-1 of the 2001 LA County MS4 Permit and Attachment O of the 2012 LA County MS4 Permit.

Regional Board staff have reviewed the City's Trash TMDL Annual Reports from 2011 through 2018. Based on the information in the Annual Reports, staff have determined that the City has failed to comply with the reporting requirements and/or effluent limitations of the Los Angeles River Watershed Trash TMDL, as follows.

Water Quality-Based Effluent Limitation Violations

The City has failed to comply with the Los Angeles River Watershed Trash Effluent Limitations for uncompressed trash and drip-dry trash for the years of 2014-2018. The 2012 LA County MS4 Permit broadly classifies compliance options as full capture systems, partial capture systems, institutional controls, minimum frequency of assessment and collection, or any combination of these methods. The City has been reporting compliance based on full capture systems, and absent other information, the Regional Board has assumed that the percentage of full capture systems directly correlates to the percentage of trash reduction.

2011: The 2010-2011 Annual Report states that the City has increased the frequency of street sweeping and that it plans to have full capture devices in all catch basins in the first quarter of 2011. No other information was submitted in the 2010-2011 Annual Report to show that the City

met the 2011 effluent limit. However, the "Compliance Summary Report" found in the 2013-2014 Annual Report shows that as of October 2011, the City had 934 of its 1,118 catch basins (84%) served by full capture devices. Based on the information submitted in 2014, it appears that the City complied with the 2011 effluent limit of a 60% reduction in discharged trash.

2012: The 2011-2012 Annual Report contains the same text as the previous year's report, including a statement that the City plans to have full capture devices in all catch basins in the first quarter of 2011. No other information was submitted in the 2011-2012 Annual Report to justify that the City met the 2012 effluent limit. However, the "Compliance Summary Report" found in the 2013-2014 Annual Report shows that as of October 2012, the City had 934 of its 1,118 catch basins (84%) served by full capture devices. Based on the information submitted in 2014, it appears that the City complied with the 2012 effluent limit of a 70% reduction in discharged trash.

2013: The City did not submit an Annual Report for 2012-2013. The "Compliance Summary Report" found in the 2013-2014 Annual Report shows that as of October 2013, the City had 934 of its 1,118 catch basins (84%) served by full capture devices. Based on the information submitted in 2014, it appears that the City complied with the 2013 effluent limit of an 80% reduction in discharged trash.

2014: The 2013-2014 Annual Report states that the "City plans to have full capture devices installed in all catch basins within the City limits by November 2015." The report also contains a letter from Sam Kouri, City Engineer, to Samuel Unger, Regional Board Executive Officer. The letter states that the City "has full capture systems installed in 85% of all catch basins within the City limits as of August 2011." In addition, the City submitted a "Compliance Summary Report: Certified Full Capture Systems" and a 31-page "Certified Full Capture Systems Database". The Summary Report shows that full capture devices were installed on 934 of the City's 1,118 catch basins (84%) in 2011. The Database lists 934 catch basins, and shows that full capture systems were installed on 930 of these catch basins between February and May 2011. The City also completed a daily generation rate (DGR) study which states that the City discharged 41,200 pounds of drip-dry trash during 2014. Although the City's information is contradictory, based on the information submitted, the City did not comply with the 2014 effluent limit of a 90% reduction in discharged trash as measured by either of two metrics: the City has less than 90% of its catch basins served by full capture devices, and the City discharged more trash than the City-specific 2014 effluent limit of 8,371 pounds of drip-dry trash. Therefore, based on the absence of additional information, it is assumed that the City was in violation of the Los Angeles River Watershed Trash TMDL for the 2013-2014 reporting year.

2015: The 2014-2015 Annual Report contains a letter from Sam Kouri, City Engineer, to Samuel Unger, Regional Board Executive Officer. The letter states that the City has installed full capture systems in 84% of its catch basins and therefore achieved the "required trash abatement as described in the TMDL and the current MS4 Permit a full year before they are required to be met." The City submitted a "Compliance Summary Report: Certified Full Capture Systems" which shows that 934 of 1,118 catch basins (84%) are served by full capture devices. The 31-page "Certified Full Capture Systems Database" was submitted and is identical to the previous year's report. It does not list the catch basins that are not served by full capture devices, so Regional Board staff are unable to verify that there are 1,118 catch basins within City limits. The City also submitted the same DGR calculations it had used for 2014; these calculations are not updated for 2015. No other information was provided as to whether the City's other actions were sufficient to meet the effluent limits. It is unclear why the City believed that it had met the 2015 effluent limit of a 96.7% reduction in discharged trash. Based on the lack of information submitted, the City violated the 2015 interim limitation.

2016: The "Compliance Summary Report" provided with the 2015-2016 Annual Report was not filled out for 2016. Instead, it contains 2015 data, which shows that 84% of the City's catch basins are served by full capture systems (934 devices on the City's 1,118 catch basins). The City did not submit justification to show that it met the final effluent limit of a 100% reduction in discharged trash. Therefore, based on the absence of information submitted, the City violated the 2016 final limitation.

2017: The "Compliance Summary Report" in the 2016-2017 Annual Report was not completed for 2017. Instead, information was added for 2016, showing that 84% of the City's catch basins are served by full capture systems (934 devices on the City's 1,118 catch basins). The City has not provided any justification to show that it met the final effluent limit of a 100% reduction in discharged trash. Based on the absence of information submitted, the City violated the final effluent limit.

2018: The "Compliance Summary Report" in the 2017-2018 Annual Report was not completed for 2018. The most recent entry is for 2016 and shows that 84% of the City's catch basins are served by full capture systems (934 devices on the City's 1,118 catch basins). The City has not provided any justification to show that it met the final effluent limit of a 100% reduction in discharged trash. Based on the absence of information submitted, the City violated the final effluent limit.

Required Response

Pursuant to California Water Code section 13385, failure to (a) submit monitoring reports, or (b) comply with the interim or final effluent limits of the Los Angeles River Trash TMDL, as found in the 2001 and 2012 LA County MS4 Permits, may result in enforcement action which could include mandatory minimum penalties of $3,000 per violation and/or discretionary penalties of up to $10,000 per day of violation.

If the City believes that it was in compliance with the Trash TMDL's interim or final effluent limitations for any of the years between 2014 and 2018, then by **May 31, 2019**, it shall submit a technical report describing how, for each year, compliance was achieved through (1) full capture systems, (2) partial capture devices and/or institutional controls, (3) combined compliance approaches, (4) minimum frequency of assessment and collection (MFAC), or (5) an alternative compliance option. In particular, the City shall submit the information listed in Part 7.1.C (Monitoring and Reporting Requirements) of the 2001 LA County MS4 Permit and Part VI.E.5.c (Monitoring and Reporting Requirements) of the 2012 LA County MS4 Permit, as applicable for its method of compliance. If the City wishes to claim an alternative compliance option, then it shall submit the information listed in Part VI.E.5.b.ii (Additional Compliance Provisions and Alternatives) of the 2012 LA County MS4 Permit, as applicable for its proposed alternative compliance option.

In addition, by **May 31, 2019**, the City shall submit a technical report describing how and when the City will return to compliance with the final effluent limitation of a 100% reduction in trash discharged to the Los Angeles River (also expressed as 0% discharge of trash).

Regional Board staff will review these reports prior to issuing additional enforcement actions. Please note that an administrative civil liability may be assessed without warning by the Regional Board's Prosecution Team beginning with the date that the violations first occurred. In addition, the matter may be referred to the Attorney General for further enforcement. The Regional Board reserves its right to take any further enforcement action authorized by law.

If you have any questions or would like to schedule a meeting to discuss this matter, please contact Wendy Wyels at wendy.wyels@waterboards.ca.gov. The two technical reports shall be emailed directly to Wendy Wyels.

Sincerely,

Hugh Marley
Assistant Executive Officer

cc: Jennifer Fordyce, Office of Chief Counsel, State Water Board
Mayumi Okamoto, Office of Enforcement, State Water Board
Catherine Hawe, Office of Enforcement, State Water Board
Pavlova Vitale, Los Angeles Regional Water Board, Los Angeles
Stephanie Young, Office of Enforcement, State Water Board
Wendy Wyels, Office of Enforcement, State Water Board
Sam Kouri, City Engineer, City of Montebello

Appendix D:
City Response to April 2019 Notice of Violation (NOV)
May 28, 2019

From:	Kouri, Sam
To:	Wyels, Wendy@Waterboards
Cc:	Batson, Danilo; Gabriel Gutierrez (ggutierrez@infengr.com); Chelsea Emilio
Subject:	Montebello NOV
Date:	Tuesday, May 28, 2019 2:08:30 PM
Attachments:	image001.png 20190528125705744.pdf

Wendy----
Attached is the City of Montebello's response including an action plan for correcting trash excluder violations.
We ate submitting for your review.
Sam

From: Batson, Danilo
Sent: Tuesday, May 28, 2019 12:47 PM
To: Kouri, Sam
Cc: Gabriel Gutierrez (ggutierrez@infengr.com); Chelsea Emilio
Subject: RE: NOV - Report and CB inventory

Hi Sam,

Please find attached, and forward to Wendy.

Thanks

Danilo

From: Kouri, Sam
Sent: Tuesday, May 28, 2019 7:18 AM
To: Batson, Danilo
Cc: Gabriel Gutierrez (ggutierrez@infengr.com); Chelsea Emilio
Subject: FW: NOV - Report and CB inventory

Danilo---
The attachments in draft form are ready to send to the Waterboards for review as discussed in the telecom
With Wendy Wyels.

Thanks,
Sam

From: Gabriel Gutierrez [mailto:ggutierrez@infengr.com]
Sent: Friday, May 24, 2019 5:22 PM
To: Kouri, Sam
Cc: Batson, Danilo; Chelsea Emilio
Subject: NOV - Report and CB inventory

Hi Sam,

Please review the attached technical report and catch basin inventory to attached to City letter as a response to the Notice of Violation. Let me know if you need changes or anything else to be added.

Regards,

Gabriel Gutierrez, MS, EIT | Engineering Supervisor
3060 Saturn Street, Suite 250
Brea, CA 92821
Tel: (714) 940-0100, ext. 5227
Fax: (714) 940-0700
www.infrastructure-engineers.com

"I can't change the direction of the wind, but I can adjust my sails to always reach my destination."

JIMMY DEAN

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City of Montebello

May 28, 2019

Mr. Hugh Marley, Assistant Executive Officer
% Wendy Wyels
California Water Boards
320 W. 4th Street, Suite 200
Los Angeles, CA 90013

Subject: Notice of Violation (NOV) dated April 10, 2019 -
Claim No. 7018 3090 00005247 2260

Dear Mr. Marley,

This letter is in response to the subject NOV issued by your office on April 10, 2019. The intent of this letter is to provide your office with the City's plan to correct all Trash TMDL deficiencies and bring the City into compliance.

The subject NOV was discussed on Monday May 13, 2019 with Wendy Wyels during a telephone conference call.

Please find attached a Technical Report – Notice of Violation Response from the City of Montebello. Your review and consideration are respectfully requested, as the reports includes additional information not available to your staff (or the City) and an action plan on how the City intends to come into compliance with the Trash TMDL requirements.

Please contact Sam Kouri at 323 887-1200 with any questions.

Sincerely,

Danilo Batson
Assistant City Manager / Director of Public Works
City of Montebello

Cc: Sam Kouri, City Engineer (Consultant)

Exhibit A – Technical Report

NOTICE OF VIOLATION RESPONSE

Claim No. 7018 3090 0000 5247 2260

Objective:

Exhibit A is attached to a letter which serves as a response the Waterboards letter of April 10, 2019, regarding a Notice of Violation (NOV) for failure to comply with monitoring and reporting requirements as well as water quality-based effluent limitations for the trash total maximum daily load (TMDL) from 2014-2018. This exhibit will serve as a tool to address any inconsistencies in the City's monitoring and reporting along with past trash TMDL compliance for the duration of time the City was reported to have been out of compliance and will therefore provide a detailed strategy on how the City will return to compliance.

Background:

The Los Angeles Regional Water Quality Control Board (LARWQCB) regulates all discharges from the municipal separate storm sewer system (MS4) through the MS4 permit. Permittees are required to comply with specific waste load allocations in a trash total maximum daily load (TMDL) and to comply with interim and final water quality-based effluent limitations for trash. The trash TMDL established a seven-year schedule that requires all municipal permittees reduce trash discharges to the LA River to zero by 2016.

Since the time that the trash TMDL compliance schedule was implemented, the Regional Board has reviewed the City's Trash TMDL Annual Reports from 2011-2018 and have deemed the City non-compliant for years 2014-2018. In 2014 the City was required to meet the effluent limitation of a 90% reduction in discharged trash through full capture devices (FCDs) on all catch basins or a daily generation rate (DGR) study. During this time period the City reported that it had installed a total of 934 full capture devices out of the City's total of 1,118 catch basins, putting the City at an 84% reduction in discharged trash, thus not complying with the 90% effluent limit reduction. Although the City's Annual Reports exhibit this percentage, the total number of catch basins as well as the total number of catch basins with full and partial capture devices was incorrect during that time, however the City was unaware of this until 2018. The true number of catch basins with their respective compliance measure will be further discussed in the next section of this report.

Recommendation for Compliance with Trash TMDL:

From 2011 through 2017 the City based their monitoring and reporting to the Regional Board on information provided by Los Angeles County Flood Control District. During this time the City was unaware of the discrepancy in the number of catch basins located and reported throughout the City.

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Citywide Catch Basin Inventory – In order to more closely monitor and manage their catch basins, Montebello initiated a project to inventory all catch basins throughout the City. This inventory project was launched in 2017, however the process was time consuming and had to be allocated into the following fiscal year due to the City's very limited budget.

The City's catch basin inventory was completed in February of 2018 and determined that the City contained a definitive 1,095 catch basins, both City and County owned. This new number of catch basins was 23 less than was previously reported for years 2011-2018 which would amend the compliance percentage reported for those years. The inventory also found that the total number of catch basins served by FCD/PCDs within jurisdiction to be 1,029 out of the 1,095 total, equaling 94% compliance. Please see **Attachment 1** for a complete catch basin inventory detailing the location and type of compliance method (CPS or ARS) for each catch basin.

The catch basin inventory's findings apply for years 2011-2018 since no catch basin retrofitting or other type of project was performed between those years and because of this, the 94% compliance rate applies to years 2011-2018, meaning that the City did not violate the permits 2014 compliance requirement of 90%. **Attachment 1** of this report provides the basis for this determination.

Fiscal Year 2019-2020 Trash TMDL Compliance – The City of Montebello understands the urgency of returning to 100% trash TMDL compliance and has therefore budgeted a project to address the remaining catch basins that are non-compliant. The City's Fiscal Year 2019-2020 Budget will be approved by June 30, 2019. The approved budget will include a Capital Improvement Project (CIP) to install trash excluders in deficient catch basins which are approximately 16% of the total catch basins citywide. The proposed trash excluders will be full capture devices and will also replace partial capture devices where feasible.

In order to identify the extent of work to be done for bidding purposes, a scoping study will be completed by July 30, 2019. Quantities and other pertinent details of the deficient catch basins (approximately 171) will be identified in the scoping study. A cost estimate was developed based off current data. From this the City will then be able to include a CIP in the FY2019-2020 City Budget. This CIP will be constructed by June 30, 2020 and will bring Montebello into full compliance with the Trash TMDL.

Los Angeles County Flood Control District (LACFCD) – There are 630 catch basins owned by LACFCD in Montebello. Our current inventory shows that 104 of these need to be brought into compliance. The City is prepared to apply for a County permit to retrofit County-owned catch basins as the prior mentioned Scoping Study is completed. Typically, the County requires six (6) months to process a permit. We are planning to include the deficient County catch basins in the FY 2019-2020 catch basin retrofit project which is subject the issuance of a County permit.

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Summary of Completion Dates

A. City of Montebello FY 2019-2020 Budget..... June 30, 2019
B. Scoping Study Completed.....July 30, 2019
C. Bid Package Completed for Catch Basin Retrofit CIP.....August 15, 2019
D. Contract Award for Catch Basin Retrofit CIP.....September 25, 2019
E. Catch Basin Retrofit CIP Construction Completion.....June 30, 2020

Conclusion:

The City of Montebello views the issuance of the NOV as a very serious matter and intends to maintain a positive collaborative working relationship with the LARWQCB. Montebello is fully committed to addressing all concerns raised in the NOV. With the completion of the Capital Improvement Projects to install full capture trash excluders to the remaining catch basins in conjunction with the application for a LACFCD Permit to retrofit County owned catch basins, the City will undoubtedly return to 100% compliance with the Trash TMDL and water quality-based effluent limitations set forth by the MS4 Permit and Regional Water Board. In the case that a select number of catch basins may not been deemed eligible for retrofit the City will continue to complete updated Compliance Summary Reports to evaluate the effectiveness of its alternative compliance measures and will continue to develop strategies to address all catch basins until the City reaches 100% compliance.

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Attachment 1. Complete Catch Basin Inventory

City of Montebello Catch Basin Inventory and Inspection Report

Montebello Catchbasin Inventory 2018

	UNIT INSTALLED	CATCH BASIN ID	OWNED BY	STREET	NEAREST CROSS STREET	LOCATION OF CORNER	ADDRESS	GPS COORDINATES	TYPE OF CATCH BASIN	DAMAGE/REPAIR NOTES
1	NONE	1968117	COUNTY	VIA CAMPO	GARFIELD	NE	FREEWAY	N34°01.865 W118°07.839	CURB OPENING	NEED TO PAINT NPDES LOGO
2	NONE	1968118	COUNTY	VIA CAMPO	GARFIELD	SE	JACK IN THE BOX	N34°01.867 W118°07.840	GRATING	NEED TO PAINT NPDES LOGO
3	NONE	1969103	COUNTY	BEVERLY	WILCOX	MEDIAN		N34°02.072 W118°07.302	CURB OPENING	NEED TO PAINT NPDES LOGO
4	NONE	1969207	COUNTY	19TH	WHITTIER	NW		N34°01.301 W118°12.140	CURB OPENING	NEED TO PAINT NPDES LOGO
5	NONE	1969215	COUNTY	WHITTIER	WILCOX	NE		N34°00.933 W118°07.5011	CURB OPENING	NEED TO PAINT NPDES LOGO
6	NONE	1969246	COUNTY	OLYMPIC	18TH	NW		N34°00.106 W118°012.100	CURB OPENING GRATING	NEED TO PAINT NPDES LOGO
7	NONE	1969350	COUNTY	OLYMPIC	SPRUCE	NE		N34°00.744 W118°11.177	GRATING	NEED TO PAINT NPDES LOGO
8	NONE	1969351	COUNTY	OLYMPIC	10TH	NE		N34°00.682 W118°11.073	GRATING	NEED TO PAINT NPDES LOGO
9	NONE	1969390	COUNTY	MAPLE	CLEVELAND	NW		N34°00.834 W118°06.965	CURB OPENING	NEED TO PAINT NPDES LOGO
10	NONE	1969391	COUNTY	MAPLE	CLEVELAND	NW		N34°00.835 W118°06.960	CURB OPENING	NEED TO PAINT NPDES LOGO
11	NONE	1970077	COUNTY	GREENWOOD	WASHINGTON	NE	870	N33°59.711 W118°07.144	GRATING	NEED TO PAINT NPDES LOGO
12	NONE	1970120	COUNTY	CHURCH	TELEGRAPH	NE	SIT 'N SLEEP	N33°59.151 W118°08.044	GRATING	NEED TO PAINT NPDES LOGO
13	NONE	1970141	COUNTY	DATE	SPRUCE	NE		N33°99.036 W118°12.006	CURB OPENING GRATING	NEED TO PAINT NPDES LOGO
14	NONE	1971008	COUNTY	TELEGRAPH	GREENWOOD/GAGE	MID	BEST STAR INN	N33°58.743 W118°07.676	CURB OPENING GRATING	NEED TO PAINT NPDES LOGO
15	NONE	1971034	COUNTY	TELEGRAPH	SLAUSON	NE	7825	N33°97.590 W118°12.430	GRATING	NEED TO PAINT NPDES LOGO
16	NONE	2022040	COUNTY	POPLAR	LINCOLN	NE	700 POPLAR	N34°01.944 W118°09.662	CURB OPENING GRATING	NEED TO PAINT NPDES LOGO
17	NONE	2022052	COUNTY	VICTORIA	LINCOLN	SW	649 VICTORIA	N34°01.163 W118°05.598	CURB OPENING	NEED TO PAINT NPDES LOGO
18	NONE	2022085	COUNTY	E/O REA	IN GRANT REA PARK	ON-SITE	IN GRANT REA PARK	N34°06.354 W118°09.175	CURB OPENING	NEED TO PAINT NPDES LOGO
19	NONE	2022086	COUNTY	E/O REA	IN GRANT REA PARK	ON-SITE	IN GRANT REA PARK WALK PATH	N34°06.356 W118°05.232	GRATING	NEED TO PAINT NPDES LOGO
20	NONE	2022212	COUNTY	S/O RIO DEL SOL	IN GRANT REA PARK	ON-SITE	ON BIKE PATH AT CHANNEL	N34°00.941 W118°05.899	CURB OPENING	NEED TO PAINT NPDES LOGO
21	NONE	1968153	CITY	VIA DAVISO	GARFIELD	EAST OF GARFIELD	PARKING LOT	N34°02.794 W118°12.153	CURB OPENING	NEED TO PAINT NPDES LOGO
22	NONE	1969030	CITY	COMMERCIAL PROPERTY	NE/O BEVERLY/18TH	ON-SITE	CITY HALL PARKING LOT	N34°01.111 W118°06.924	GRATING	NEED TO PAINT NPDES LOGO
23	NONE	1969037	CITY	COMMERCIAL PROPERTY	NE/O BEVERLY/18TH	ON-SITE	CITY HALL PARKING LOT	N34°01.193 W118°07.045	GRATING	NEED TO PAINT NPDES LOGO
24	NONE	1969322	CITY	4TH	CLEVELAND	SE		N34°00.772 W118°06.322	CURB OPENING GRATING	NEED TO PAINT NPDES LOGO
25	NONE	1969323	CITY	4TH	CLEVELAND	SW		N34°00.728 W118°06.311	CURB OPENING GRATING	NEED TO PAINT NPDES LOGO
26	NONE	1969324	CITY	CLEVELAND	5TH	SE		N34°00.678 W118°06.270	CURB OPENING GRATING	NEED TO PAINT NPDES LOGO
27	NONE	1969386	CITY	CLEVELAND	TAYLOR	SW		N34°00.799 W118°06.814	CURB OPENING	NEED TO PAINT NPDES LOGO
28	NONE	1969413A	CITY	CLEVELAND	4TH	SE		N34°01.087 W118°10.331	CURB OPENING GRATING	NEED TO PAINT NPDES LOGO
29	NONE	1970090	CITY	VAIL	BEACH	NW	825	N34°00.244 W118°12.447	CURB OPENING	NEED TO PAINT NPDES LOGO
30	NONE	1970167	CITY	WASHINGTON	4TH/BLUFF	MID		N33°59.539 W118°06.694	CURB OPENING GRATING	NEED TO PAINT NPDES LOGO
31	NONE	1970207	CITY	MAPLE	BEACH/WASHINGTON	MID		N33°59.879 W118°07.398	CURB OPENING GRATING	NEED TO PAINT NPDES LOGO
32	NONE	1971127	CITY	GREENWOOD	SYCAMORE/TELEGRAPH	MID	UNDER OVER PASS ON WEST SIDE	N33°97.930W118°12.310	CURB OPENING GRATING	NEED TO PAINT NPDES LOGO
33	NONE	1971128	CITY	GREENWOOD	FRONTAGE RD N/O UNION	MID	UNDER OVER PASS ON EAST SIDE	N33°58.968 W118°07.601	CURB OPENING GRATING	NEED TO PAINT NPDES LOGO
34	NONE	2021006	CITY	HIBISCUS	W/O STREET	MID		N34°01.531 W118°05.815		NEED TO PAINT NPDES LOGO
35	NONE	2022216	CITY	E/O REA	IN GRANT REA PARK	ON-SITE	IN GRANT REA PARK AT ZOO	N34°00.999 W118°06.492	GRATING	NEED TO PAINT NPDES LOGO
36	NONE	5-002	City	Montebello Golf Course	Via San Clemente	On course	across from 850 Via San Clemente	N34°01.787 W118°07.823	Grating	DIRTY INSIDE
37	NONE	5-003	City	Montebello Golf Course	Via San Clemente	On course	across from 850 Via San Clemente	N34°02.650 W118°13.000	Grating	DIRTY INSIDE
38	NONE	5-004	City	Montebello Golf Course	Via San Clemente	On course	across from 850 Via San Clemente	N34°01.642 W118°07.854	Grating	DIRTY INSIDE
39	NONE	5-007	City	Montebello Golf Course				N34°02.740 W118°13.090	Curb opening	DIRTY INSIDE
40	NONE	6-029	City	Vail	Loma	NE	1722 Loma Rd	N34°02.416 W118°11.565	Curb opening CB grating	NEED TO PAINT NPDES LOGO. DIRTY INSIDE.
41	NONE	6-030	City	Loma	W/end Cul-de-sac	S/side	1741 Loma Rd	N34°02.360 W118°11.660	Curb opening	NEED TO PAINT NPDES LOGO. DIRTY INSIDE.
42	NONE	6-041	City	Victoria	18th/Maple	MID (in cross gutter)	Montebello Library, in front of	N34°01.273 W118°11.705	Grating	NEED TO PAINT NPDES LOGO, BENT, AND DIRTY INSIDE.
43	NONE	6-192	City	Beverly	Rea	SE		N34°00.909 W118°05.731		NEED TO PAINT NPDES LOGO
44	NONE	6-197	City	NEIL ARMSTRONG	PARAMOUNT	NW		N34°37.053 W118°09.363	CURB OPENING	DIRTY INSIDE AND NEED TO PAINT NPDES LOGO
45	NONE	6-198	City	NEIL ARMSTRONG	PARAMOUNT	SW	EAST OF PARAMOUNT	N34°37.163 W118°09.361	CURB OPENING	DIRTY INSIDE AND NEED TO PAINT NPDES LOGO. HAS A NEW TYPE OF BLACK BOX SYSTEM.
46	NONE	6-199	City	NEIL ARMSTRONG	PARAMOUNT	SW	1630 NEIL ARMSTRONG	N34°37.054 W118°09.362	CURB OPENING	DIRTY INSIDE AND NEED TO PAINT NPDES LOGO
47	NONE	6-200	City	NEIL ARMSTRONG	PARAMOUNT	NW	1600-1632 NEIL ARMSTRONG	N34°37.473 W118°09.454	CURB OPENING	NEED TO PAINT NPDES
48	ARS	1914232	COUNTY	SIMMONS	VIA SAN DELARRO	NE	600 SIMMONS	N34°01.620 W118°08.582	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO

City of Montebello Catch Basin Inventory and Inspection Report

	UNIT INSTALLED	CATCH BASIN ID	OWNED BY	STREET	NEAREST CROSS STREET	LOCATION OF CORNER	ADDRESS	GPS COORDINATES	TYPE OF CATCH BASIN	DAMAGE/REPAIR NOTES
49	ARS	1914240	COUNTY	VIA SAN DELARRO	LEONARDO	NW	3400 VIA SAN DELARRO	N34°01.518 W118°08.406	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
50	ARS	1915010	COUNTY	VIA CORONA	VIA NORTE	NE	3000 VIA CORONA	N34°01.343 W118°08.123	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
51	ARS	1969002	COUNTY	MAREK	AVENIDA DE LA MERCED	NW		N34°01.371 W11°06.154	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
52	ARS	1969020	COUNTY	MASSER PL	TAYLOR	NW		N34°01.179 W118°06.750	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
53	ARS	1969024	COUNTY	MAPLE	BEVERLY	NE		N34°01.155 W118°06.858	CURB OPENING GRATING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
54	ARS	1969025	COUNTY	MAPLE	BEVERLY	NW		N34°012.152 W118°06.863	CURB OPENING GRATING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
55	ARS	1969026	COUNTY	BEVERLY	MAPLE	NW		N34°01.138 W118°06.868	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
56	ARS	1969027	COUNTY	BEVERLY	MAPLE	MEDIAN		N34°01.142 W118°06.874	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
57	ARS	1969042	COUNTY	BEVERLY	18TH	MEDIAN		N34°01.188 W118°07.091	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
58	ARS	1969047	COUNTY	MADISON	VAIL	SW		N34°00.961 W118°07.102	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
59	ARS	1969050	COUNTY	RUBIDOUX	MADISON	NE		N34°00.961 W118°07.050	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
60	ARS	1969051	COUNTY	MADISON	16TH	SW		N34°00.950 W118°07.039	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
61	ARS	1969055	COUNTY	MADISON	MAPLE	SW		N34°00.939 W118°06.986	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
62	ARS	1969058	COUNTY	MAPLE	MADISON	NW		N34°00.935 W118°06.986	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
63	ARS	1969059	COUNTY	MAPLE	MADISON	NE		N33°00.935 W118°06.928	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
64	ARS	1969060	COUNTY	MAPLE	MADISON/HARDING	MID		N34°00.944 W118°06.921	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
65	ARS	1969063	COUNTY	MADISON	TAYLOR	SE		N34°00.885 W118°06.769	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
66	ARS	1969066	COUNTY	TAYLOR	MADISON	NW		N34°00.908 W118°06.770	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
67	ARS	1969067	COUNTY	TAYLOR	MADISON	NW		N34°00.913 W118°06.771	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
68	ARS	1969070	COUNTY	12TH	MADISON	NW		N33°00.890 W118°06.704	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
69	ARS	1969071	COUNTY	12TH	MADISON	NE		N34°00.891 W118°06.702	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
70	ARS	1969081	COUNTY	WILCOX	LINCOLN	SW		N34°01.460 W118°07.340	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
71	ARS	1969088	COUNTY	BEVERLY	20TH	MEDIAN		N34°01.210 W118°07.198	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
72	ARS	1969089	COUNTY	BEVERLY	20TH	SE		N34°01.204 W118°07.203	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
73	ARS	1969098	COUNTY	BEVERLY	21ST	SW		N34°01.225 W118°07.299	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
74	ARS	1969099	COUNTY	BEVERLY	21ST	NW		N34°01.238 W118°07.297	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
75	ARS	1969100	COUNTY	WILCOX	BEVERLY	NE		N34°01.257 W118°07.365	CURB OPENING GRATING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
76	ARS	1969101	COUNTY	WILCOX	BEVERLY	NW		N34°01.269 W118°07.302	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
77	ARS	1969123	COUNTY	BEVERLY	GARFIELD	NW		N34°01.372 W118°08.057	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
78	ARS	1969146	COUNTY	MADISON	VIA MIRAMONTE	SE		N34°01.068 W118°07.603	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
79	ARS	1969149	COUNTY	MADISON	CONCOURSE	SE		N34°01.055 W118°07.536	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
80	ARS	1969151	COUNTY	MORRIS	MADISON	NE		N34°01.052 W118°07.493	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
81	ARS	1969157	COUNTY	MADISON	WILCOX	SE		N33°01.035 W118°07.438	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
82	ARS	1969166	COUNTY	20TH	MADISON	NW		N34°01.013 W118°07.279	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
83	ARS	1969171	COUNTY	19TH	MADISON	NW		N34°00.990 W118°07.216	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO

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84	ARS	1969174	COUNTY	MADISON	18TH	SW		N34°00.974 W118°07.164	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
85	ARS	1969176	COUNTY	18TH	MADISON	NW		N34°00.986 W118°07.158	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
86	ARS	1969179	COUNTY	18TH	CLEVELAND	NW		N34°00.877 W118°07.196	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
87	ARS	1969185	COUNTY	CONCOURSE	REPETTO	NW		N34°00.896 W118°07.586	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
88	ARS	1969212	COUNTY	21ST	WHITTIER	NW		N34°00.809 W118°07.406	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
89	ARS	1969222	COUNTY	WHITTIER	CONCOURSE	NW		N34°00.843 W118°07.646	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
90	ARS	1969226	COUNTY	ALLSTON	22ND	NW		N34°00.763 W118°07.493	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
91	ARS	1969239	COUNTY	19TH	MEDFORD	NW		N34°00.669 W118°07.312	CURB OPENING	NEED TO PAINT NPDES LOGO
92	ARS	1969249	COUNTY	VAIL	OLYMPIC	NW		N34°00.604 W118°07.197	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
93	ARS	1969253	COUNTY	FERGUSON	PICKERING WAY	NW		N33°00.452 W118°07.344	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
94	ARS	1969295	COUNTY	MADISON	5TH	SE		N33°00.776 W118°06.230	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
95	ARS	1969296	COUNTY	5TH	MADISON	SE		N33°00.771 W118°06.231	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
96	ARS	1969301	COUNTY	MADISON	6TH	SE		N34°00.798 W118°06.278	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
97	ARS	1969303	COUNTY	6TH	MADISON	NE		N33°00.794 W118°06.291	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
98	ARS	1969305	COUNTY	MADISON	7TH	SE		N34°00.810 W118°06.373	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
99	ARS	1969307	COUNTY	7TH	MADISON	NE		N33°00.802 W118°06.334	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
100	ARS	1969310	COUNTY	MADISON	MONTEBELLO	SE		N34°00.812 W118°06.385	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
101	ARS	1969317	COUNTY	SPRUCE	MADISON	NW		N34°00.850 W118°06.514	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
102	ARS	1969356	COUNTY	OLYMPIC	PARK/TAYLOR	MID		N34°00.469 W118°06.974	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
103	ARS	1969368	COUNTY	CALIFORNIA	WHITTIER	NE		N34°00.716 W118°07.061	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
104	ARS	1969372	COUNTY	MAPLE	WHITTIER	NW		N34°00.721 W118°06.997	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
105	ARS	1969388	COUNTY	MAPLE	CLEVELAND	NE		N34°00.878 W118°06.958	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
106	ARS	1969471	COUNTY	BEVERLY	VIA VAL VERDE	MEDIAN		N34°01.280 W118°07.530	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
107	ARS	1969480	COUNTY	GARFIELD	VIA CORONA	NE		N34°01.292 W118°08.046	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
108	ARS	1969494	COUNTY	VIA CORONA	GARFIELD/HAY	MID		N34°01.282 W118°08.031	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
109	ARS	1969495	COUNTY	VIA CORONA	GARFIELD/HAY	MID		N34°01.246 W118°07.978	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
110	ARS	1970004	COUNTY	CALLE CINCO	ROOSEVELT	SW		N34°00.253 W118°06.466	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
111	ARS	1970024	COUNTY	JACMAR	MONTEBELLO	SE		N33°59.743 W118°06.892	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
112	ARS	1970026	COUNTY	MONTEBELLO	JACMAR	NW	857	N33°59.762 W118°06.904	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
113	ARS	1970121	COUNTY	TELEGRAPH	CHURCH	SW		N33°59.134 W118°08.060	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
114	ARS	1970132	COUNTY	TAYLOR	DATE	NW	1220	N33°59.517 W118°07.428	CURB OPENING GRATING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
115	ARS	1970142	COUNTY	SPRUCE	DATE	NE		N33°59.426 W118°07.221	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
116	ARS	1970143	COUNTY	GREENWOOD	DATE	NE	FIRE DEPARTMENT	N33°59.472 W118°07.296	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
117	ARS	1970156	COUNTY	DATE	MONTEBELLO	NE		N33°59.381 W118°07.112	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
118	ARS	1970214	COUNTY	GREENWOOD	ELM	SW		N33°59.217 W118°06.461	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO

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119	ARS	1970217	COUNTY	GREENWOOD	OAKWOOD/ELM	MID	1356	N33°59.230 W118°07.433	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
120	ARS	1970221	COUNTY	SPRUCE	ELM	NE	1360	N33°59.171 W118°07.348	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
121	ARS	1971001	COUNTY	TELEGRAPH	MAPLE	NE	7227	N33°58.997 W118°07.907	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
122	ARS	1971033	COUNTY	TELEGRAPH	GAGE/SLAUSON	MID	7825	N33°58.527 W118°07.433	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
123	ARS	1971044	COUNTY	TELEGRAPH	SLAUSON	SE		N33°58.510 W118°07.401	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
124	ARS	1971162	COUNTY	BIRCH	SYCAMORE	NE	1448	N33°58.952 W118°07.087	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
125	ARS	2022035	COUNTY	LINCOLN	1ST	SW	101 LINCOLN	N34°01.154 W118°05.855	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
126	ARS	2022055	COUNTY	LINCOLN	VICTORIA	NE	BACK OF SCHOOL YARD	N34°01.183 W118°05.588	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
127	ARS	2022056	COUNTY	LINCOLN	VICTORIA	NE	SCHOOL YARD	N34°01.186 W118°05.552	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
128	ARS	2022070	COUNTY	LINCOLN	RANCHO	SE	736 LINCOLN	N34°01.265 W118°05.332	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
129	ARS	2022071	COUNTY	LINCOLN	RANCHO	SE	732 LINCOLN	N34°01.265 W118°05.337	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
130	ARS	2022110	COUNTY	2ND	MADISON	SE	121 MADISON	N34°00.743 W118°06.042	CURB OPENING	PAINT NPDES LOGO
131	ARS	2022115	COUNTY	MADISON	POPLAR	SE	244 POPLAR	N34°00.719 W118°05.909	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
132	ARS	6TTTT	City	BEVERLY	REA DR/BRADLEY AVE	MID (S)	273 E BEVERLY	N34°00.868 W118°05.636	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
133	ARS	6UU	City	BEVERLY	REA DR/BRADLEY AVE	NORTH (MID)	273 BEVERLY - ACROSS STREET	N34°00.886 W118°05.644	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
134	ARS	1969007	CITY	MONTEBELLO	BEVERLY	NE		N34°01.051 W118°06.348	CURB OPENING GRATING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
135	ARS	1969023	CITY	BEVERLY	MAPLE	NE		N34°01.191 W118°11.458	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
136	ARS	1969039	CITY	BEVERLY	18TH	MEDIAN		N34°01.188 W118°07.076	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
137	ARS	1969339	CITY	7TH	WHITTIER	SE		N33°00.584 W118°06.425	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
138	ARS	1969348	CITY	MONTEBELLO	GREENWOOD	NE		N34°00.570 W118°06.358	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
139	ARS	1969381	CITY	WHITTIER	TAYLOR	NE		N34°00.682 W118°06.830	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
140	ARS	1969402	CITY	BEVERLY	MAPLE/TAYLOR	MID		N34°01.134 W118°06.803	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
141	ARS	1969445	CITY	CONCOURSE	VIA VAL VERDE	SW		N34°01.080 W118°07.570	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
142	ARS	1969446	CITY	CONCOURSE	VIA VAL VERDE	SW		N34°01.078 W118°07.570	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
143	ARS	1969449	CITY	PARK	WHITTIER/OLYMPIC	MID		N34°00.584 W118°06.963	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
144	ARS	1969487	CITY	TAYLOR	WHITTIER	SE		N34°00.670 W118°06.840	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
145	ARS	1969492	CITY	VAIL	FERGUSON	NW		N34°00.456 W118°07.284	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
146	ARS	1969493	CITY	VAIL	FERGUSON	NE		N34°00.463 W118°07.273	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
147	ARS	106900A	CITY	BEVERLY	7TH	SW		N33°04.018 W118°06.307	CURB OPENING GRATING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
148	ARS	1969404A	CITY	GREENWOOD	WHITTIER	NE		N34°00.667 W118°06.701		BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
149	ARS	1969XX8	CITY	VICTORIA	MAPLE/TAYLOR	MID (N)	1328 VICTORIA	N34°01.228 W118°06.731	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
150	ARS	1970091	CITY	VAIL	BEACH/WASHINGTON	MID	825	N33°00.051 W118°07.521	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
151	ARS	1970118	CITY	SYCAMORE	PEERLESS	NW	MINSON	N33°59.136 W118°07.627	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
152	ARS	1970129	CITY	DATE	MAPLE	SE	1425	N33°59.562 W118°07.539	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
153	ARS	1970165	CITY	BLUFF	WASHINGTON	NW		N33°59.529 W118°06.694	GRATING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
154	ARS	1970174	CITY	MONTEBELLO	SAN MARINO	SE		N33°00.067 W118°06.707	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO

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155	ARS	1971113	CITY	BLUFF	SLAUSON	NW		N33°58.554 W118°07.210	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
156	ARS	2021041	CITY	PARAMOUNT	ARROYO	SW	1761 PARAMOUNT	N34°02.485 W118°05.528	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
157	ARS	2021072	CITY	LOS AMIGOS	HIBISCUS	NW	1001 HUIBISCUS	N34°01.572 W118°05.540	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
158	ARS	2021XX1	CITY	ARROYO	NEIL ARMSTRONG	SW	ADJACENT TO RECREATIONAL PARK	N34°02.578 W118°05.686	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
159	ARS	2021XX7	CITY	MONTEBELLO BLVD	PARAMOUNT BL	SW (NORTH BASIN)	ACROSS FROM CHEVRON (SOUTH SIDE)	N34°02.041 W118°05.461	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
160	ARS	2022001	CITY	S/O RIO DEL SOL	OFF BIKE PATH	ON-SITE	OFF BIKE PATH AT CHANNEL	N34°01.045 W118°05.313	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
161	ARS	2022004	CITY	AVENIDA DE LA MERCED	ADOBE	SW	833 ADOBE	N34°01.405 W118°05.380	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
162	ARS	2022091	CITY	POPLAR	BEVERLY	SW	101 BEVERLY	N34°00.915 W118°05.865	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
163	ARS	2022094	CITY	BEVERLY	2ND	SE	111 BEVERLY	N34°00.947 W118°05.975		BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
164	ARS	2022096	CITY	BEVERLY	3RD	SE	BEVERLY HOSPITAL	N34°00.961 W118°06.034	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
165	ARS	2022098	CITY	BEVERLY	3RD	SW	BEVERLY HOSPITAL	N34°00.962 W118°06.058	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
166	ARS	2022253	CITY	SANCHEZ	AVENIDA DE LA MERCED	NW	425 AVENINDE DE LA MERCED	N34°01.423 W118°05.413	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
167	ARS	4-015	City	Bluff	Given	NE	320 Bluff	N34°00.263 W118°06.193	Curb opening	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
168	ARS	5-011	City	Beverly	Handricks	NE	3216 Beverly	N34°01.450 W118°08.327	Curb opening	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
169	ARS	6-080	City	Howard	Sandy Hook	NE	791 TEXCOCO ST (ACROSS HOWARD)	N34°01.312 W118°06.467	CURB OPENING W/GRATING	BENT ARS, DIRTY INSIDE, VEGETATION AND NEED TO PAINT NPDES LOGO
170	ARS	6-190	City	Beverly	Wilber/Bradley	MID (S)	249 BEVERLY	N34°00.894 W118°05.739	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
171	ARS	6-196	City	MONTEBELLO BLVD	PLAZA DR	SE	ACROSS FROM MACY'S	N34°02.050 W118°04.905	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
172	CPS	1914241	COUNTY	LEONARDO	VIA SAN DELARRO	NW	3400 VIA SAN DELARRO	N34°01.525 W118°08.398	CURB OPENING	NEED TO PAINT NPDES LOGO
173	CPS	1915011	COUNTY	FINDLAY	VIA LASTRE/HUBBARD	MID W	ADJACENT TO 400 FINDLAY	N34°01.248 W118°08.272	CURB OPENING GRATING	NEED TO PAINT NPDES LOGO
174	CPS	1915013	COUNTY	REPETTO	BRADSHAWE	NW	3500 REPETTO	N34°01.413 W118°08.551	CURB OPENING	NEED TO PAINT NPDES LOGO
175	CPS	1915004A	COUNTY	FINDLAY	BEVERLY	NW	3200 BEVERLY	N34°01.450 W118°08.279	CURB OPENING	NEED TO PAINT NPDES LOGO
176	CPS	1968107	COUNTY	POMONA	WILCOX	SE	INTERMEX	N34°02.030 W118°07.504	CURB OPENING	NEED TO PAINT NPDES LOGO
177	CPS	1968116	COUNTY	VIA CAMPO	GARFIELD	SW		N34°01.864 W118°07.839	CURB OPENING	NEED TO PAINT NPDES LOGO
178	CPS	1968124	COUNTY	GARFIELD	VIA PASEO	MEDIAN		N34°01.740 W118°07.689	CURB OPENING	NEED TO PAINT NPDES LOGO
179	CPS	1968125	COUNTY	GARFIELD	VIA PASEO	SE	772	N34°01.698 W118°07.693	CURB OPENING	NEED TO PAINT NPDES LOGO
180	CPS	1969021	COUNTY	MASSER PL	TAYLOR	SW		N34°01.174 W118°06.752	CURB OPENING GRATING	NEED TO PAINT NPDES LOGO
181	CPS	1969028	COUNTY	BEVERLY	MAPLE	SW		N34°01.147 W118°06.884	CURB OPENING	NEED TO PAINT NPDES LOGO
182	CPS	1969072	COUNTY	MADISON	12TH	NE		N34°00.885 W118°06.699	CURB OPENING	NEED TO PAINT NPDES LOGO
183	CPS	1969073	COUNTY	12TH	MADISON	SE		N34°00.872 W118°06.708	CURB OPENING	NEED TO PAINT NPDES LOGO
184	CPS	1969082	COUNTY	LINCOLN	WILCOX/21ST	MID		N34°01.444 W118°07.259	CURB OPENING	NEED TO PAINT NPDES LOGO
185	CPS	1969152	COUNTY	MADISON	MORRIS	NE		N34°01.049 W118°07.480	CURB OPENING	NEED TO PAINT NPDES LOGO
186	CPS	1969189	COUNTY	GARFIELD	REPETTO	NE		N34°00.949 W118°07.774	CURB OPENING	NEED TO PAINT NPDES LOGO
187	CPS	1969192	COUNTY	GARFIELD	WHITTIER	NE		N34°00.893 W118°07.787	CURB OPENING	NEED TO PAINT NPDES LOGO
188	CPS	1969216	COUNTY	WILCOX	WHITTIER	NW		N34°00.833 W118°07.509	CURB OPENING	NEED TO PAINT NPDES LOGO
189	CPS	1969220	COUNTY	CONCOURSE	WHITTIER	NW		N34°00.859 W118°07.608	CURB OPENING	NEED TO PAINT NPDES LOGO
190	CPS	1969223	COUNTY	ALLSTON	CONCOURSE/22ND	MID		N34°00.779 W118°07.536	CURB OPENING	NEED TO PAINT NPDES LOGO
191	CPS	1969224	COUNTY	ALLSTON	CONCOURSE/22ND	MID		N34°00.772 W118°07.535	CURB OPENING	NEED TO PAINT NPDES LOGO
192	CPS	1969227	COUNTY	NORTHSIDE	CONCOURSE/EASTON	MID		N34°00.738 W118°07.549	CURB OPENING	NEED TO PAINT NPDES LOGO
193	CPS	1969228	COUNTY	NORTHSIDE	CONCOURSE/EASTON	MID		N34°00.727 W118°07.547	CURB OPENING	NEED TO PAINT NPDES LOGO
194	CPS	1969229	COUNTY	EASTON	CONCOURSE/NORTHSIDE	MID		N34°00.701 W118°07.555	CURB OPENING	NEED TO PAINT NPDES LOGO
195	CPS	1969230	COUNTY	EASTON	CONCOURSE/NORTHSIDE	MID		N34°00.696 W118°07.556	CURB OPENING	NEED TO PAINT NPDES LOGO
196	CPS	1969235	COUNTY	OLYMPIC	KENSINGTON	NE		N34°00.644 W118°07.486	CURB OPENING	NEED TO PAINT NPDES LOGO
197	CPS	1969237	COUNTY	MILLIS	MEDFORD	NW		N34°00.675 W118°07.349	CURB OPENING	NEED TO PAINT NPDES LOGO
198	CPS	1969240	COUNTY	MILLIS	MEDFORD	SW		N34°00.662 W118°07.327	CURB OPENING	NEED TO PAINT NPDES LOGO
199	CPS	1969243	COUNTY	18TH	MEDFORD	NW		N34°00.636 W118°07.261	CURB OPENING	NEED TO PAINT NPDES LOGO
200	CPS	1969248	COUNTY	OLYMPIC	VAIL	SW		N34°00.590 W118°07.220	CURB OPENING	NEED TO PAINT NPDES LOGO
201	CPS	1969251	COUNTY	VAIL	OLYMPIC	NE		N34°00.598 W118°07.197	CURB OPENING	NEED TO PAINT NPDES LOGO
202	CPS	1969252	COUNTY	FERGUSON	PICKERING WAY	SW		N34°00.454 W118°07.321	CURB OPENING	NEED TO PAINT NPDES LOGO
203	CPS	1969254	COUNTY	FLOTILLA	YATES/VAIL	MID		N34°00.290 W118°07.507	CURB OPENING	NEED TO PAINT NPDES LOGO

City of Montebello Catch Basin Inventory and Inspection Report

	UNIT INSTALLED	CATCH BASIN ID	OWNED BY	STREET	NEAREST CROSS STREET	LOCATION OF CORNER	ADDRESS	GPS COORDINATES	TYPE OF CATCH BASIN	DAMAGE/REPAIR NOTES
204	CPS	1969255	COUNTY	FLOTILLA	YATES/VAIL	MID		N34°00.290 W118°07.509	CURB OPENING	NEED TO PAINT NPDES LOGO
205	CPS	1969257	COUNTY	FLOTILLA	YATES/VAIL	MID		N34°00.301 W118°07.526	CURB OPENING	NEED TO PAINT NPDES LOGO
206	CPS	1969258	COUNTY	FLOTILLA	YATES/VAIL	MID		N34°00.312 W118°07.551	CURB OPENING	NEED TO PAINT NPDES LOGO
207	CPS	1969291	COUNTY	MADISON	4TH	NE		N34°00.771 W118°06.164	CURB OPENING GRATING	NEED TO PAINT NPDES LOGO
208	CPS	1969309	COUNTY	7TH	MADISON	SW		N34°00.801 W118°06.367	CURB OPENING	NEED TO PAINT NPDES LOGO
209	CPS	1969348	COUNTY	GREENWOOD	OLYMPIC	SE		N34°00.426 W118°06.777	CURB OPENING	NEED TO PAINT NPDES LOGO
210	CPS	1969383	COUNTY	LOS ANGELES	TAYLOR	SE		N34°00.561 W118°06.865	CURB OPENING	NEED TO PAINT NPDES LOGO
211	CPS	1969384	COUNTY	LOS ANGELES	TAYLOR	NE		N34°00.566 W118°06.862	CURB OPENING	NEED TO PAINT NPDES LOGO
212	CPS	1969398	COUNTY	GARFIELD	VIA ACOSTA	SE		N34°01.420 W118°07.982	CURB OPENING	NEED TO PAINT NPDES LOGO
213	CPS	1969401	COUNTY	BEVERLY	18TH/MAPLE	MID		N34°01.161 W118°06.931	CURB OPENING	NEED TO PAINT NPDES LOGO
214	CPS	1969421	COUNTY	OLYMPIC	MONTEBELLO	SE		N34°00.379 W118°06.531	CURB OPENING GRATING	NEED TO PAINT NPDES LOGO
215	CPS	1969431	COUNTY	7TH	LOS ANGELES	SW		N34°00.478 W118°06.465	CURB OPENING	NEED TO PAINT NPDES LOGO
216	CPS	1969432	COUNTY	7TH	LOS ANGELES	SE		N34°00.476 W118°06.461	CURB OPENING	NEED TO PAINT NPDES LOGO
217	CPS	1969434	COUNTY	LOS ANGELES	6TH	SE		N34°00.466 W118°06.390	CURB OPENING	NEED TO PAINT NPDES LOGO
218	CPS	1969435	COUNTY	LOS ANGELES	6TH	NE		N34°00.476 W118°06.387	CURB OPENING	NEED TO PAINT NPDES LOGO
219	CPS	1969438	COUNTY	LOS ANGELES	5TH	NE		N34°00.451 W118°06.326	CURB OPENING	NEED TO PAINT NPDES LOGO
220	CPS	1969439	COUNTY	LOS ANGELES	5TH	SE		N34°00.458 W118°06.324	CURB OPENING	NEED TO PAINT NPDES LOGO
221	CPS	1969468	COUNTY	MADISON	4TH	NE		N34°00.774 W118°06.175	CURB OPENING GRATING	NEED TO PAINT NPDES LOGO
222	CPS	1969498	COUNTY	VIA LUNETO	HAY	WN		N34°01.203 W118°07.918	CURB OPENING	NEED TO PAINT NPDES LOGO
223	CPS	1970007	COUNTY	ROOSEVELT	4TH	NE	1490	N34°00.209 W118°06.362	CURB OPENING	NEED TO PAINT NPDES LOGO
224	CPS	1970011	COUNTY	BEACH	MONTEBELLO	NW		N33°59.890 W118°06.828	CURB OPENING GRATING	NEED TO PAINT NPDES LOGO
225	CPS	1970012	COUNTY	GREENWOOD	BEACH	NW		N33°59.964 W118°07.015	CURB OPENING GRATING	NEED TO PAINT NPDES LOGO
226	CPS	1970014	COUNTY	BEACH	GREENWOOD	NE	1020	N33°59.949 W118°07.001	GRATING	NEED TO PAINT NPDES LOGO
227	CPS	1970015	COUNTY	BEACH	GREENWOOD	SE	STRIP MALL	N33°59.951 W118°07.006	GRATING	NEED TO PAINT NPDES LOGO
228	CPS	1970020	COUNTY	DAVIS	BEACH	NW	757	N34°00.012 W118°07.119	CURB OPENING GRATING	NEED TO PAINT NPDES LOGO
229	CPS	1970025	COUNTY	MONTEBELLO	JACMAR	NE	856	N33°59.762 W118°06.892	CURB OPENING GRATING	NEED TO PAINT NPDES LOGO
230	CPS	1970028	COUNTY	MONTEBELLO	WASHINGTON			N33°59.650 W118°06.970		NEED TO PAINT NPDES LOGO
231	CPS	1970065	COUNTY	WASHINGTON	VAIL/MAPLE	MID	1600	N33°59.873 W118°07.541	CURB OPENING	NEED TO PAINT NPDES LOGO
232	CPS	1970066	COUNTY	WASHINGTON	VAIL			N33°59.892 W118°07.625		NEED TO PAINT NPDES LOGO
233	CPS	1970067	COUNTY	WASHINGTON	VAIL/MAPLE	MID		N33°59.863 W118°07.551	CURB OPENING	NEED TO PAINT NPDES LOGO
234	CPS	1970079	COUNTY	GREENWOOD	WASHINGTON	NW		N33°59.729 W118°07.153	CURB OPENING	NEED TO PAINT NPDES LOGO
235	CPS	1970083	COUNTY	TAYLOR	BEACH	NE	756	N34°00.023 W118°07.156	CURB OPENING GRATING	NEED TO PAINT NPDES LOGO
236	CPS	1970084	COUNTY	TAYLOR	BEACH	NW	757	N34°00.030 W118°07.161	CURB OPENING	NEED TO PAINT NPDES LOGO
237	CPS	1970086	COUNTY	BEACH	VAIL/MAPLE	MID	1540 NORTH SIDE	N34°00.101 W118°07.363	CURB OPENING	NEED TO PAINT NPDES LOGO
238	CPS	1970119	COUNTY	CHURCH	TELEGRAPH	NW	HOME DEPOT	N33°59.152 W118°08.043	CURB OPENING	NEED TO PAINT NPDES LOGO
239	CPS	1970123	COUNTY	TELEGRAPH	CHURCH/MAPLE	MID	7177	N33°59.101 W118°08.012	CURB OPENING	NEED TO PAINT NPDES LOGO
240	CPS	1970124	COUNTY	TELEGRAPH	CHURCH/MAPLE	MID		N33°59.067 W118°07.975	CURB OPENING	NEED TO PAINT NPDES LOGO
241	CPS	1970125	COUNTY	TELEGRAPH	CHURCH/MAPLE	MID		N33°59.038 W118°07.945	CURB OPENING	NEED TO PAINT NPDES LOGO
242	CPS	1970137	COUNTY	DATE	VAIL/MAPLE	MID		N33°59.614 W118°07.670	CURB OPENING	NEED TO PAINT NPDES LOGO
243	CPS	1970138	COUNTY	DATE	VAIL/MAPLE	MID		N33°59.612 W118°07.674	CURB OPENING	NEED TO PAINT NPDES LOGO
244	CPS	1970163	COUNTY	BLUFF	FRANKEL			N33°59.412 W118°06.794		NEED TO PAINT NPDES LOGO
245	CPS	1971002	COUNTY	MAPLE	TELEGRAPH	NE	7227	N33°59.006 W118°07.908	CURB OPENING	NEED TO PAINT NPDES LOGO
246	CPS	1971005	COUNTY	TELEGRAPH	GREENWOOD	NE	GAS STATION	N33°58.781 W118°07.684	CURB OPENING	NEED TO PAINT NPDES LOGO
247	CPS	1971009	COUNTY	TELEGRAPH	GREENWOOD/GAGE	MID	APPLIED MATERIALS	N33°58.736 W118°07.644	CURB OPENING	NEED TO PAINT NPDES LOGO
248	CPS	1971010	COUNTY	TELEGRAPH	GREENWOOD/GAGE	MID		N33°58.726 W118°07.631	CURB OPENING	NEED TO PAINT NPDES LOGO
249	CPS	1971011	COUNTY	TELEGRAPH	GREENWOOD/GAGE	MID	BAKERY	N33°58.713 W118°07.633	CURB OPENING	NEED TO PAINT NPDES LOGO
250	CPS	1971012	COUNTY	TELEGRAPH	GREENWOOD/GAGE	MID		N33°58.707 W118°07.613	CURB OPENING	NEED TO PAINT NPDES LOGO
251	CPS	1971013	COUNTY	TELEGRAPH	GREENWOOD/GAGE	MID		N33°58.697 W118°07.602	CURB OPENING	NEED TO PAINT NPDES LOGO
252	CPS	1971014	COUNTY	TELEGRAPH	GREENWOOD/GAGE	MID	EQUIPMENT RENTAL	N33°58.684 W118°07.587	CURB OPENING	NEED TO PAINT NPDES LOGO
253	CPS	1971015	COUNTY	TELEGRAPH	GREENWOOD/GAGE	MID	7601	N33°58.673 W118°07.576	CURB OPENING	NEED TO PAINT NPDES LOGO
254	CPS	1971016	COUNTY	TELEGRAPH	GREENWOOD/GAGE	MID	7601	N33°58.666 W118°07.570	CURB OPENING	NEED TO PAINT NPDES LOGO
255	CPS	1971017	COUNTY	TELEGRAPH	GREENWOOD/GAGE	MID	7601	N33°58.659 W118°07.565	CURB OPENING	NEED TO PAINT NPDES LOGO
256	CPS	1971019	COUNTY	TELEGRAPH	GREENWOOD/GAGE	MID	KITCHEN CABINET	N33°58.648 W118°07.553	CURB OPENING	NEED TO PAINT NPDES LOGO
257	CPS	1971020	COUNTY	TELEGRAPH	GREENWOOD/GAGE	MID	KITCHEN CABINET	N33°58.638 W118°07.544	CURB OPENING	NEED TO PAINT NPDES LOGO
258	CPS	1971021	COUNTY	TELEGRAPH	GREENWOOD/GAGE	MID	7653	N33°58.629 W118°07.539	CURB OPENING	NEED TO PAINT NPDES LOGO
259	CPS	1971022	COUNTY	TELEGRAPH	GREENWOOD/GAGE	MID	7653	N33°58.617 W118°07.520	CURB OPENING	NEED TO PAINT NPDES LOGO
260	CPS	1971023	COUNTY	TELEGRAPH	GREENWOOD/GAGE	MID	QUALITY INN	N33°58.602 W118°07.506	CURB OPENING	NEED TO PAINT NPDES LOGO
261	CPS	1971024	COUNTY	TELEGRAPH	GAGE	NW	QUALITY INN	N33°58.583 W118°07.487	CURB OPENING	NEED TO PAINT NPDES LOGO
262	CPS	1971035	COUNTY	SLAUSON	TELEGRAPH	NE	7825	N33°58.519 W118°07.419	GRATING	NEED TO PAINT NPDES LOGO
263	CPS	1971041	COUNTY	SLAUSON	TELEGRAPH/CHAPIN	MID	8100	N33°58.537 W118°07.305	CURB OPENING	NEED TO PAINT NPDES LOGO
264	CPS	2021003	COUNTY	LOS AMIGOS	DONER	SE	924 DONER	N34°01.535 W118°05.812	CURB OPENING	NEED TO PAINT NPDES LOGO
265	CPS	2022003	COUNTY	AVENIDA DE LA MERCED	ADOBE	NW	524 AVENIDA DE LA MERCED	N34°01.389 W118°05.310	CURB OPENING	NEED TO PAINT NPDES LOGO

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	UNIT INSTALLED	CATCH BASIN ID	OWNED BY	STREET	NEAREST CROSS STREET	LOCATION OF CORNER	ADDRESS	GPS COORDINATES	TYPE OF CATCH BASIN	DAMAGE/REPAIR NOTES
266	CPS	2022016	COUNTY	AVENIDA DE LA MERCED	POPLAR	NE	101 AVENIDA DE LA MERCED	N34°01.421 W118°05.716	CURB OPENING GRATING	NEED TO PAINT NPDES LOGO
267	CPS	2022028	COUNTY	AVENIDA DE LA MERCED	3RD	MID	309 AVENIDA DE LA MERCED	N34°01.373 W118°05.974	CURB OPENING	NEED TO PAINT NPDES LOGO
268	CPS	2022087	COUNTY	E/O REA	IN GRANT REA PARK	ON-SITE	GRANT REA PARK	N34°01.059 W118°05.329	GRATING	NEED TO PAINT NPDES LOGO
269	CPS	2022109	COUNTY	2ND	MADISON	SW	201 MADISON	N34°00.737 W118°06.049	CURB OPENING	PAINT NPDES LOGO
270	CPS	3067A	City	Mines	Montebello	n/e Mines/Montebello	775 Mines	N34°00.122 W118°06.661	CURB OPENING	NEED PAINT NDPES LOGO.
271	CPS	3B67A	City	Beach St	Btwn Vail and Maple	mid-north	1608 Beach St	N34°00.113 W118°07.375	Curb opening	DIRTY INSIDE. NEED PAINT NPDES LOGO.
272	CPS	5E67A	City	Via San Delarro	Garfield	SE	628 1/2 Via San Delarro	N34°01.532 W118°07.824	Curb opening	DIRTY INSIDE AND NEED PAINT NPDES LOGO
273	CPS	5J67A	City	Westmoreland	Coffman	SW side	857 Coffman across street to west	N34°01.677 W118°07.158	Grating	CRACKED MANHOLE, DIRTY INSIDE, AND BENT SCREEN. PAINT NPDES LOGO.
274	CPS	6A67A	City	JEFFERSON	MONTEBELLO	SW (MIDDLE BASIN)	NONE AVAIL.	N34°01.563 W118°06.128	CURB OPENING W/GRATING	NEED TO PAINT NPDES LOGO
275	CPS	6B67A	City	JEFFERSON	MONTEBELLO	SW (EAST BASIN)	NONE AVAIL.	N34°01.563 W118°06.124	CURB OPENING W/GRATING	NEED TO PAINT NPDES LOGO
276	CPS	6D67A	City	MONTEBELLO	LIBERTY/JEFFERSON	SW 50' SOUTH OF LIBERTY	NONE AVAIL.	N34°01.764 W118°06.094	CURB OPENING W/GRATING	NEED TO PAINT NPDES LOGO
277	CPS	6E67A	City	MONTEBELLO	LIBERTY/JEFFERSON	MID (W) MIDDLE BASIN	NONE AVAIL.	N34°01.700 W118°06.119	CURB OPENING W/GRATING	NEED TO PAINT NPDES LOGO
278	CPS	6F67A	City	MONTEBELLO	JEFFERSON/LIBERTY	MID (W) SOUTH BASIN	NONE AVAIL.	N34°01.697 W118°06.120	CURB OPENING W/GRATING	NEED TO PAINT NPDES LOGO
279	CPS	6G67A	City	RIO BLANCO	LIBERTY (50' NORTH - 2ND BASIN)	NW	ACROSS FROM 1204 RIO BLANCO	N34°01.815 W118°06.086	CURB OPENING W/GRATING	NEED TO PAINT NPDES LOGO
280	CPS	6I	City	TAYLOR	LINCOLN/ALDEA	MID (W)	712 TAYLOR - ACROSS ST (SOUTH BASIN)	N34°01.357 W118°06.612	CURB OPENING W/GRATING	DIRTY INSIDE, BENT SCREEN, AND NEED TO PAINT NPDES LOGO
281	CPS	6J	City	TAYLOR	LINCOLN/ALDEA	MID (E)	712 TAYLOR (SOUTH BASIN)	N34°01.347 W118°06.607	CURB OPENING W/GRATING	NEED TO PAINT NPDES LOGO
282	CPS	6QQ	City	LEXINGTON	W AVENIDA DE LA MERCED	WEST SIDE	805 LEXINGTON	N34°01.389 W118°06.410	CURB OPENING W/GRATING	NEED TO PAINT NPDES LOGO
283	CPS	6RR	City	LEXINGTON	W AVENIDA DE LA MERCED	NE	800 LEXINGTON	N34°01.393 W118°06.399	CURB OPENING W/GRATING	NEED TO PAINT NPDES LOGO
284	CPS	6S	City	CONCORD	LEXINGTON	NW	901 CONCORD	N34°01.417 W118°06.366	CURB OPENING	NEED TO PAINT NPDES LOGO
285	CPS	6TT	City	CONCORD	LEXINGTON	NE (NORTH BASIN)	904 CONCORD	N34°01.428 W118°06.362	CURB OPENING W/GRATING	NEED TO PAINT NPDES LOGO
286	CPS	6VV	City	LEXINGTON	CONCORD	NE	822 LEXINGTON - ACROSS ST	N34°01.414 W118°06.351	CURB OPENING W/GRATING	NEED TO PAINT NPDES LOGO
287	CPS	6WW	City	LEXINGTON	CONCORD	SE (WEST BASIN)	816 LEXINGTON	N34°01.408 W118°06.352	CURB OPENING W/GRATING	NEED TO PAINT NPDES LOGO
288	CPS	6ZZ	City	JEFFERSON	MONTEBELLO	SW (WEST BASIN)	NONE AVAIL.	N34°01.564 W118°06.134	CURB OPENING W/GRATING	NEED TO PAINT NPDES LOGO
289	CPS	1968149	CITY	MONTEBELLO GOLF COURSE	BETWEEN VIA SAN CLEMETE & VIA BREVE	ON-SITE		N34°01.858 W118°07.935	GRATING	DIRTY INSIDE
290	CPS	1968150	CITY	MONTEBELLO GOLF COURSE	BETWEEN VIA SAN CLEMETE & VIA BREVE	ON-SITE		N34°01.864 W118°08.009	GRATING	DIRTY INSIDE
291	CPS	1968151	CITY	MONTEBELLO GOLF COURSE	BETWEEN VIA SAN CLEMETE & VIA BREVE	ON-SITE		N34°01.832 W118°08.084	GRATING	DIRTY INSIDE
292	CPS	1968152	CITY	MONTEBELLO GOLF COURSE	WEST OF VIA SAN CLEMENTE	ON-SITE		N34°01.794 W118°08.152	GRATING	DIRTY INSIDE
293	CPS	1969036	CITY	COMMERCIAL PROPERTY	NE/O BEVERLY/18TH	ON-SITE	CITY HALL PARKING LOT	N34°01.191 W118°07.045	GRATING	NEED TO PAINT NPDES LOGO
294	CPS	1969077	CITY	4TH	HARDING	NW		N34°00.884 W118°06.144	CURB OPENING	NEED TO PAINT NPDES LOGO
295	CPS	1969111	CITY	VIA VAL VERDE	VIA ACOSTA	NW		N34°01.307 W118°07.557	CURB OPENING GRATING	DIRTY INSIDE AND NEED TO PAINT NPDES LOGO
296	CPS	1969325	CITY	CLEVELAND	5TH	NE		N34°00.675 W118°06.259	CURB OPENING GRATING	NEED TO PAINT NPDES LOGO
297	CPS	1969326	CITY	CLEVELAND	6TH	SE		N34°00.690 W118°06.327	CURB OPENING GRATING	NEED TO PAINT NPDES LOGO
298	CPS	1969329	CITY	CLEVELAND	6TH	SW		N34°00.690 W118°06.337	CURB OPENING GRATING	NEED TO PAINT NPDES LOGO
299	CPS	1969403	CITY	BEVERLY	MAPLE/TAYLOR	MID		N34°01.124 W118°06.760	CURB OPENING	NEED TO PAINT NPDES LOGO
300	CPS	1969404	CITY	HOWARD	BEVERLY	NW		N34°01.100 W118°06.611	CURB OPENING	NEED TO PAINT NPDES LOGO
301	CPS	1969467	CITY	BEVERLY	10TH	SW		N34°01.070 W118°06.580	CURB OPENING	NEED TO PAINT NPDES LOGO
302	CPS	1969501	CITY	HAY	VIA LUNETO/GARFIELD	MID/W		N34°01.198 W118°07.907	GRATING	NEED TO PAINT NPDES LOGO
303	CPS	1969384A	CITY	TAYLOR	CLEVELAND	NE		N34°00.796 W118°06.799	CURB OPENING	NEED TO PAINT NPDES LOGO
304	CPS	1970010	CITY	MONTEBELLO	BEACH	NE		N33°59.886 W118°06.820	CURB OPENING GRATING	NEED TO PAINT NPDES LOGO
305	CPS	1970022	CITY	SAN MARINO	GREENWOOD	NE		N34°00.152 W118°06.888	CURB OPENING GRATING	NEED TO PAINT NPDES LOGO
306	CPS	1970032	CITY	GREENWOOD	CARMENITA/MINES	MID	617	N33°00.162 W118°06.900	CURB OPENING	NEED TO PAINT NPDES LOGO
307	CPS	1970034	CITY	MINES	GREENWOOD	NE		N34°00.203 W118°06.850	CURB OPENING	NEED TO PAINT NPDES LOGO
308	CPS	1970037	CITY	MINES	GREENWOOD	SE		N34°00.195 W118°06.860	CURB OPENING	NEED TO PAINT NPDES LOGO
309	CPS	1970086	CITY	VAIL	W/O WASHINGTON	ON-SITE		N33°59.892 W118°07.626		NEED TO PAINT NPDES LOGO
310	CPS	1970175	CITY	CARMENITA	GREENWOOD	NE		N34°00.104 W118°06.915	CURB OPENING GRATING	NEED TO PAINT NPDES LOGO
311	CPS	1970182	CITY	N/O SYCAMORE	W/O PEERLESS WAY	ON-SITE		N33°59.361 W118°07.500		NEED TO PAINT NPDES LOGO
312	CPS	1970205	CITY	MONTEBELLO	HUGHES	NW		N34°00.008 W118°06.749	CURB OPENING	NEED TO PAINT NPDES LOGO
313	CPS	1970206	CITY	MAPLE	MINES/BEACH	MID	TRAILER PARK	N34°00.239 W118°07.170	GRATING	NEED TO PAINT NPDES LOGO
314	CPS	1971114	CITY	UNION	GAGE	SW		N33°58.758 W118°07.383	CURB OPENING	NEED TO PAINT NPDES LOGO
315	CPS	1971121	CITY	GREENWOOD	UNION	SE		N33°58.828 W118°07.674	CURB OPENING	NEED TO PAINT NPDES LOGO
316	CPS	1971122	CITY	GREENWOOD	SYCAMORE/TELEGRAPH	MID	ARROW TRUCKS	N33°58.819 W118°07.688	CURB OPENING	NEED TO PAINT NPDES LOGO

City of Montebello Catch Basin Inventory and Inspection Report

	UNIT INSTALLED	CATCH BASIN ID	OWNED BY	STREET	NEAREST CROSS STREET	LOCATION OF CORNER	ADDRESS	GPS COORDINATES	TYPE OF CATCH BASIN	DAMAGE/REPAIR NOTES
317	CPS	1971125	CITY	GREENWOOD	FRONTAGE RD N/O UNION	END OF CUL-DE-SAC		N33°58.972 W118°07.587	CURB OPENING	NEED TO PAINT NPDES LOGO
318	CPS	1971152	CITY	GREENWOOD	TELEGRAPH/UNION	MID	1728	N33°58.820 W118°07.672	CURB OPENING	NEED TO PAINT NPDES LOGO
319	CPS	2021075	CITY	PLAZA	MONTEBELLO	MID		N34°02.098 W118°05.202	CURB OPENING GRATING	NEED TO PAINT NPDES LOGO
320	CPS	2021080	CITY	MONTEBELLO	IN SOUTH PARKING LOT	ON-SITE	SOUTH END OF MONTEBELLO MALL	N34°02.058 W118°04.956	CURB OPENING GRATING	NEED TO PAINT NPDES LOGO
321	CPS	2022210	CITY	BEVERLY	POPLAR	NW	116 BEVERLY	N34°00.931 W118°05.858	CURB OPENING	NEED TO PAINT NPDES LOGO
322	CPS	2022220	CITY	CLEVELAND	2ND	NE	198 2ND	N34°00.631 W118°06.067	CURB OPENING GRATING	NEED TO PAINT NPDES LOGO
323	CPS	2022XX2	CITY	LINCOLN	REA	MID	385 LINCOLN	N34°01.187 W118°05.401	CURB OPENING	NEED TO PAINT NPDES LOGO
324	CPS	3-057	City	Montebello Blvd	Mines	NE		N34°00.124 W118°06.662		NEED TO PAINT NPDES LOGO
325	CPS	4-002	City	Newmark Mall Parking	Montebello Blvd	In front of "Good Water" store	140 N. Montebello (south end of property)	N34°00.642 W118°06.470	Grating	NEED TO PAINT NPDES LOGO
326	CPS	4-003	City	Montebello Blvd	Whittier Blvd	SE	West of Wells Fargo	N34°00.594 W118°06.488	Curb opening	NEED TO PAINT NPDES LOGO
327	CPS	4-004	City	Montebello Blvd	Whittier/Los Angeles	MID (E)	Parking lot behind Wells Fargo	N34°00.572 W118°06.496	Grating	NEED TO PAINT NPDES LOGO
328	CPS	4-005	City	Montebello Blvd	Whittier/Los Angeles	MID (E)	Soth end of parking behind Wells Fargo	N34°00.527 W118°06.488	Grating	NEED TO PAINT NPDES LOGO
329	CPS	5-006	City	Montebello Golf Course	Via San Clemente	corner of parking lot on top of hill	south of 850 Via San Clemente	N34°02.740 W118°13.090		NEED TO PAINT NPDES LOGO
330	CPS	6-033	City	El Camino	Aldea	NE	1618 El Camino	N34°01.422 W118°06.872	Curb opening	NEED TO PAINT NPDES LOGO
331	CPS	6-040	City	Victoria	1st/Maple	MID (N) in Acuna Park across from Library	Montebello Library @ police station, north of	N34°02.134 W118°11.270	Grating	NEED TO PAINT NPDES LOGO
332	CPS	6-081	City	Juarez	Sandy Hook	NW	801 JUAREZ	N34°01.379 W118°06.511	CURB OPENING W/GRATING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
333	CPS	6-100	City	Jefferson	Montebello	NW	NOT AVAIL.	N34°01.576 W118°06.129	CURB OPENING W/GRATING	NEED TO PAINT NPDES LOGO
334	CPS	6-103	City	Montebello Blvd	Liberty/Jefferson	MID (E)	NOT AVAIL.	N34°01.651 W118°06.105	CURB OPENING W/GRATING	NEED TO PAINT NPDES LOGO
335	CPS	6-104	City	Montebello Blvd	Liberty/Jefferson	MID (W)	NOT AVAIL.	N34°01.707 W118°06.115	CURB OPENING W/GRATING	NEED TO PAINT NPDES LOGO
336	CPS	6-108	City	Liberty	Villa/Rio Blanco	MID (N)	804 LIBERTY	N34°01.807 W118°06.114	CURB OPENING W/GRATING	NEED TO PAINT NPDES LOGO
337	CPS	6-110	City	RIO BLANCO	LIBERTY	NW	800 LIBERTY - EASE SIDE OF PROPERTY	N34°01.812 W118°06.093	CURB OPENING W/GRATING	NEED TO PAINT NPDES LOGO
338	CPS	6-118	City	Montebello Blvd	Liberty/Paramount Bl	MID (S)	ACROSS FROM TOYS R US MALL	N34°01.932 W118°05.711	CURB OPENING W/GRATING	NEED TO PAINT NPDES LOGO
339	CPS	6-146	City	RAYMOND	E OAKMONT DR	SW END OF STREET	764 RAYMOND, SOUTH OF ACROSS STREET	N34°01.312 W118°05.500	CURB OPENING	NEED TO PAINT NPDES LOGO
340	CPS	6-193	City	Beverly	Rea	NE	NONE AVAIL.	N34°00.864 W118°05.568	CURB OPENING	NEED TO PAINT NPDES LOGO
341	ARS & CPS	1914222	COUNTY	VIA CAMPO	GERHART	SE	200 GERHART	N34°01.951 W118°08.617	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
342	ARS & CPS	1914223	COUNTY	VIA CAMPO	GERHART	SE	200 GERHART	N34°01.947 W118°08.623	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
343	ARS & CPS	1914227	COUNTY	GERHART	DEWAR	NE	270 GERHART	N34°01.834 W118°08.636	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
344	ARS & CPS	1914228	COUNTY	DEWAR	GERHART	NE	270 GERHART	N34°01.828 W118°08.629	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
345	ARS & CPS	1914233	COUNTY	VIA SAN DELARRO	KEENAN	NW	3536 VIA SAN DELARRO	N34°01.593 W118°08.539	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
346	ARS & CPS	1914234	COUNTY	KEENAN	VIA SAN DELARRO	NW	3536 VIA SAN DELARRO	N34°01.588 W118°08.531	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
347	ARS & CPS	1914235	COUNTY	KEENAN	VIA SAN DELARRO	NE	3528 VIA SAN DELARRO	N34°01.587 W118°08.529	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
348	ARS & CPS	1914236	COUNTY	VIA SAN DELARRO	BRADSHAWE	NW	3500 VIA SAN DELARRO	N34°01.549 W118°08.463	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
349	ARS & CPS	1914237	COUNTY	BRADSHAWE	VIA SAN DELARRO	NW	3500 VIA SAN DELARRO	N34°01.550 W118°08.457	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
350	ARS & CPS	1914238	COUNTY	BRADSHAWE	ALLEY N/O VIA SAN DELARRO	SW	3500 VIA SAN DELARRO	N34°01.554 W118°08.457	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
351	ARS & CPS	1914239	COUNTY	BRADSHAWE	VIA SAN DELARRO	NE	604 BRADSHAWE	N34°01.542 W118°08.446	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
352	ARS & CPS	1914242	COUNTY	LEONARDO	VIA SAN DELARRO	NE	3312 VIA SAN DELARRO	N34°01.516 W118°08.389	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
353	ARS & CPS	1914243	COUNTY	VIA SAN DELARRO	HENDRICKS	SW	3301 VIA SAN DELARRO	N34°01.497 W118°08.345	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
354	ARS & CPS	1914244	COUNTY	VIA SAN DELARRO	LEONARDO/HENDRICKS	MID N	3300 VIA SAN DELARRO	N34°01.507 W118°08.349	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
355	ARS & CPS	1914245	COUNTY	HENDRICKS	ALLEY N/O VIA SAN DELARRO	SW	3300 VIA SAN DELARRO	N34°01.516 W118°08.342	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
356	ARS & CPS	1914246	COUNTY	HENDRICKS	VIA SAN DELARRO	NW	3300 VIA SAN DELARRO	N34°01.516 W118°08.342	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
357	ARS & CPS	1914247	COUNTY	VIA SAN DELARRO	HENDRICKS	NE	600 HENDRICKS	N34°01.507 W118°08.335	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO

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358	ARS & CPS	1914248	COUNTY	HENDRICKS	VIA SAN DELARRO	NE	600 HENDRICKS	N34°01.498 W118°08.329	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
359	ARS & CPS	1914249	COUNTY	FINDLAY	VIA SAN DELARRO	NW	601 FINDLAY	N34°01.497 W118°08.279	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
360	ARS & CPS	1914250	COUNTY	FINDLAY	VIA SAN DELARRO	NE	3124 VIA SAN DELARRO	N34°01.493 W118°08.272	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
361	ARS & CPS	1914282	COUNTY	VIA SAN DELARRO	BRADSHAWE	SW	3501 VIA SAN DELARRO	N34°01.539 W118°08.462	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
362	ARS & CPS	1915001	COUNTY	VIA SAN DELARRO	FINDLAY	SE	3125 VIA SAN DELARRO	N34°01.476 W118°08.266	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
363	ARS & CPS	1915002	COUNTY	VIA SAN DELARRO	FINDLAY	NE	3124 VIA SAN DELARRO	N34°01.483 W118°08.263	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
364	ARS & CPS	1915003	COUNTY	FINDLAY	BEVERLY	NE	3128 BEVERLY	N34°01.448 W118°08.270	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
365	ARS & CPS	1915004	COUNTY	FINDLAY	BEVERLY	NW	3200 W. BEVERLY	N34°01.452 W118°08.278	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
366	ARS & CPS	1915005	COUNTY	BEVERLY	FINDLAY	NE	3128 BEVERLY	N34°01.437 W118°08.265	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
367	ARS & CPS	1915006	COUNTY	BEVERLY	FINDLAY	SE	1327 BEVERLY	N34°01.426 W118°08.262	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
368	ARS & CPS	1915007	COUNTY	FINDLAY	VIA CORONA	NE	3120 VIA CORONA	N34°01.394 W118°08.270	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
369	ARS & CPS	1915008	COUNTY	VIA CORONA	VIA NORTE	SW	3021 VIA CORONA	N34°01.358 W118°08.174	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
370	ARS & CPS	1915009	COUNTY	VIA SAN CLEMENTE	VIA CORONA	NW	3000 VIA CORONA	N34°01.347 W118°08.115	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
371	ARS & CPS	1915014	COUNTY	BRADSHAWE	PEPETTO	NW	3500 REPETTO	N34°01.414 W118°08.546	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
372	ARS & CPS	1968113	COUNTY	GARFIELD	POMONA	SW		N34°02.009 W118°07.817	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
373	ARS & CPS	1968114	COUNTY	GARFIELD	POMONA	SE		N34°02.005 W118°07.798	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
374	ARS & CPS	1968115	COUNTY	VIA CAMPO	GARFIELD	SW		N34°02.967 W118°07.840	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
375	ARS & CPS	1968120	COUNTY	VIA DAVISO	GARFIELD	NE		N34°01.803 W118°07.691	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
376	ARS & CPS	1968121	COUNTY	VIA DAVISO	GARFIELD	SE		N34°01.799 W118°07.690	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
377	ARS & CPS	1968122	COUNTY	GARFIELD	VIA PASEO	NE		N34°01.776 W118°07.688	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
378	ARS & CPS	1968123	COUNTY	VIA PASEO	GARFIELD	NE		N34°01.762 W118°07.694	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
379	ARS & CPS	1968126	COUNTY	GARFIELD	VIA PASEO/VIA ALTMIRA	MID E	102	N34°01.768 W118°07.720	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
380	ARS & CPS	1968127	COUNTY	VIA ALTMIRA	GARFIELD	NE		N34°01.638 W118°07.709	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
381	ARS & CPS	1968128	COUNTY	VIA ALTMIRA	GARFIELD	SE	752.5	N34°01.634 W118°07.714	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
382	ARS & CPS	1968129	COUNTY	GARFIELD	VIA ALTMIRA	SE	BUS STOP	N34°01.631 W118°07.731	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
383	ARS & CPS	1968130	COUNTY	GARFIELD	VIA ALTMIRA	SW		N34°01.616 W118°07.752	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
384	ARS & CPS	1968131	COUNTY	GARFIELD	VIA SAN DELARRO	NW	BUS STOP	N34°01.555 W118°07.822	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
385	ARS & CPS	1968132	COUNTY	VIA SAN DELARRO	GARFIELD	NW	2800	N34°01.559 W118°07.836	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
386	ARS & CPS	1968133	COUNTY	VIA SAN DELARRO	GARFIELD	SW		N34°01.551 W118°07.843	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
387	ARS & CPS	1968134	COUNTY	GARFIELD	VIA SAN DELARRO/VIA SAN CARLO	MID W	625	N34°01.540 W118°07.843	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
388	ARS & CPS	1968135	COUNTY	GARFIELD	VIA SAN CARLO	NW	603	N34°01.498 W118°07.893	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
389	ARS & CPS	1968136	COUNTY	VIA SAN CARLO	GARFIELD	NW		N34°01.504 W118°07.907	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
390	ARS & CPS	1968137	COUNTY	VIA SAN CARLO	GARFIELD	SW		N34°01.496 W118°07.915	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
391	ARS & CPS	1968140	COUNTY	GARFIELD	VIA ALTMIRA	NE		N34°01.647 W118°07.717	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
392	ARS & CPS	1969001	COUNTY	MAREK	AVENIDA DE LA MERCED	NE		N34°01.370 W118°06.149	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO, WATER INSIDE. MANHOLE CRACKED. NEED FLATTEN.

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	UNIT INSTALLED	CATCH BASIN ID	OWNED BY	STREET	NEAREST CROSS STREET	LOCATION OF CORNER	ADDRESS	GPS COORDINATES	TYPE OF CATCH BASIN	DAMAGE/REPAIR NOTES
393	ARS & CPS	1969003	COUNTY	AVENIDA DE LA MERCED	MONTEBELLO/MAREK	MID		N33°01.360 W118°06.162	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
394	ARS & CPS	1969004	COUNTY	AVENIDA DE LA MERCED	MONTEBELLO/MAREK	MID		N34°01.351 W118°06.164	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
395	ARS & CPS	1969423	COUNTY	OLYMPIC	MONTEBELLO	NE		N34°01.145 W118°06.846	CURB OPENING GRATING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
396	ARS & CPS	1969035	COUNTY	BEVERLY	18TH	NE		N34°01.183 W118°07.045	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
397	ARS & CPS	1969038	COUNTY	BEVERLY	18TH	NE		N34°01.189 W118°07.073	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
398	ARS & CPS	1969040	COUNTY	BEVERLY	18TH	SE		N34°01.178 W118°07.082	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
399	ARS & CPS	1969041	COUNTY	BEVERLY	18TH	NW		N34°01.195 W118°07.101	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
400	ARS & CPS	1969043	COUNTY	BEVERLY	18TH	SW		N34°01.182 W118°07.105	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
401	ARS & CPS	1969044	COUNTY	VAIL	MADISON	NW		N34°00.970 W118°07.088	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
402	ARS & CPS	1969045	COUNTY	MADISON	VAIL	NW		N34°00.967 W118°07.098	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
403	ARS & CPS	1969046	COUNTY	VAIL	MADISON	NE		N34°00.971 W118°07.083	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
404	ARS & CPS	1969049	COUNTY	RUBIDOUX	MADISON	NW		N34°00.960 W118°07.061	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
405	ARS & CPS	1969052	COUNTY	MADISON	16TH	NW		N34°00.946 W118°07.004	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
406	ARS & CPS	1969053	COUNTY	16TH	MADISON	NW		N34°00.953 W118°06.995	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
407	ARS & CPS	1969054	COUNTY	16TH	MADISON	NE		N34°00.951 W118°06.986	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
408	ARS & CPS	1969057	COUNTY	MADISON	MAPLE	NW		N34°00.936 W118°06.938	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
409	ARS & CPS	1969061	COUNTY	MADISON	TAYLOR	NW		N34°00.902 W118°06.777	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
410	ARS & CPS	1969062	COUNTY	19TH	WHITTIER	NE		N34°00.780 W118°07.275	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
411	ARS & CPS	1969065	COUNTY	MADISON	TAYLOR	NE		N34°00.901 W118°06.766	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
412	ARS & CPS	1969068	COUNTY	TAYLOR	MADISON	NE		N34°00.903 W118°06.785	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
413	ARS & CPS	1969069	COUNTY	TAYLOR	MADISON	NE		N34°00.907 W118°06.763	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
414	ARS & CPS	1969074	COUNTY	GREENWOOD	MADISON	NW		N34°00.877 W118°06.647	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
415	ARS & CPS	1969075	COUNTY	GREENWOOD	MADISON	NE		N34°00.876 W118°06.639	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
416	ARS & CPS	1969076	COUNTY	MADISON	GREENWOOD	NE		N34°01.187 W118°06.637	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
417	ARS & CPS	1969078	COUNTY	WILCOX	LINCOLN	NW		N34°01.470 W118°07.313	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
418	ARS & CPS	1969079	COUNTY	LINCOLN	WILCOX	NW		N34°01.459 W118°07.324	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
419	ARS & CPS	1969080	COUNTY	LINCOLN	WILCOX	SW		N34°01.457 W118°07.326	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
420	ARS & CPS	1969083	COUNTY	LINCOLN	WILCOX/21ST	MID		N34°01.448 W118°07.258	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
421	ARS & CPS	1969084	COUNTY	WILCOX	LINCOLN	ME		N34°01.468 W118°07.299	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
422	ARS & CPS	1969085	COUNTY	21ST	VICTORIA	NW		N34°01.344 W118°07.250	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
423	ARS & CPS	1969086	COUNTY	21ST	VICTORIA	NE		N34°01.340 W118°07.238	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
424	ARS & CPS	1969087	COUNTY	BEVERLY	20TH	NE		N34°01.210 W118°07.198	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
425	ARS & CPS	1969090	COUNTY	BEVERLY	20TH	MEDIAN		N34°01.222 W118°07.244	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
426	ARS & CPS	1969091	COUNTY	BEVERLY	20TH	SW		N34°01.209 W118°07.242	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
427	ARS & CPS	1969092	COUNTY	21ST	BEVERLY	NE		N34°01.234 W118°07.278	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO

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	UNIT INSTALLED	CATCH BASIN ID	OWNED BY	STREET	NEAREST CROSS STREET	LOCATION OF CORNER	ADDRESS	GPS COORDINATES	TYPE OF CATCH BASIN	DAMAGE/REPAIR NOTES
428	ARS & CPS	1969093	COUNTY	21ST	BEVERLY	NE		N34°01.255 W118°07.270	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
429	ARS & CPS	1969094	COUNTY	21ST	BEVERLY	NW		N34°01.240 W118°07.289	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
430	ARS & CPS	1969095	COUNTY	21ST	BEVERLY	NW		N34°01.256 W118°07.281	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
431	ARS & CPS	1969097	COUNTY	BEVERLY	21ST	MEDIAN		N34°01.233 W118°07.302	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
432	ARS & CPS	1969105	COUNTY	BEVERLY	WILCOX	NW		N34°01.257 W118°07.397	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
433	ARS & CPS	1969107	COUNTY	MORRIS	BEVERLY	NW		N34°01.288 W118°07.500	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
434	ARS & CPS	1969114	COUNTY	GARFIELD	VIA ACOSTA/VIA SAN DELARRO	MID		N34°01.480 W118°07.918	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
435	ARS & CPS	1969115	COUNTY	GARFIELD	VIA ACOSTA/VIA SAN DELARRO	MID		N34°01.444 W118°07.941	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
436	ARS & CPS	1969116	COUNTY	GARFIELD	VIA ACOSTA/VIA SAN DELARRO	MID		N34°01.449 W118°07.946	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
437	ARS & CPS	1969117	COUNTY	VIA ACOSTA	GARFIELD	NE		N34°01.431 W118°07.939	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
438	ARS & CPS	1969118	COUNTY	VIA ACOSTA	GARFIELD	SE		N34°01.419 W118°07.960	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
439	ARS & CPS	1969119	COUNTY	VIA ACOSTA	GARFIELD	SE		N34°01.420 W118°07.966	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
440	ARS & CPS	1969120	COUNTY	VIA ACOSTA	GARFIELD	SW		N34°01.423 W118°08.020	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
441	ARS & CPS	1969121	COUNTY	VIA ACOSTA	GARFIELD	NW		N34°01.432 W118°08.003	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
442	ARS & CPS	1969122	COUNTY	GARFIELD	VIA ACOSTA	SW		N34°01.406 W118°08.015	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
443	ARS & CPS	1969124	COUNTY	BEVERLY	GARFIELD	SW		N34°01.349 W118°08.057	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
444	ARS & CPS	1969125	COUNTY	GARFIELD	BEVERLY	SW		N34°01.316 W118°08.055	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
445	ARS & CPS	1969126	COUNTY	GARFIELD	VIA CORONA	NW		N34°01.315 W118°08.055	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
446	ARS & CPS	1969127	COUNTY	VIA CORONA	GARFIELD	NW		N34°01.307 W118°08.072	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
447	ARS & CPS	1969128	COUNTY	VIA CORONA	GARFIELD	SW		N34°01.292 W118°08.062	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
448	ARS & CPS	1969129	COUNTY	GARFIELD	HAY	SW		N34°01.170 W118°07.987	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
449	ARS & CPS	1969130	COUNTY	GARFIELD	HAY	NW		N34°01.174 W118°07.971	CURB OPENING GRATING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
450	ARS & CPS	1969131	COUNTY	HAY	GARFIELD	NW		N34°01.171 W118°07.959	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
451	ARS & CPS	1969132	COUNTY	HAY	GARFIELD	NE		N34°01.175 W118°07.948	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
452	ARS & CPS	1969133	COUNTY	GARFIELD	MADISON	NE		N34°01.084 W118°07.818	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
453	ARS & CPS	1969134	COUNTY	MADISON	GARFIELD	NE		N34°01.083 W118°07.809	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
454	ARS & CPS	1969135	COUNTY	VIA LUNETO	MADISON	NW		N34°01.102 W118°07.758	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
455	ARS & CPS	1969136	COUNTY	VIA LUNETO	MADISON	NE		N34°01.108 W118°07.761	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
456	ARS & CPS	1969137	COUNTY	MADISON	GARFIELD/VIA VISTA	MID		N34°01.089 W118°07.742	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
457	ARS & CPS	1969138	COUNTY	MADISON	VIA LUNETO	NE		N34°01.097 W118°07.743	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
458	ARS & CPS	1969139	COUNTY	VIA VISTA	MADISON	NW		N34°01.103 W118°07.690	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
459	ARS & CPS	1969140	COUNTY	VIA VISTA	MADISON	NE		N34°01.098 W118°07.696	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
460	ARS & CPS	1969141	COUNTY	MADISON	VIA VISTA	NE		N34°01.191 W118°07.683	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
461	ARS & CPS	1969142	COUNTY	MADISON	VIA VISTA	SE		N34°01.085 W118°07.680	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO

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462	ARS & CPS	1969143	COUNTY	VIA MIRAMONTE	MADISON	NW		N34°01.089 W118°07.632	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
463	ARS & CPS	1969144	COUNTY	VIA MIRAMONTE	MADISON	NE		N34°01.084 W118°07.620	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
464	ARS & CPS	1969145	COUNTY	MADISON	VIA MIRAMONTE	NE		N34°01.076 W118°07.613	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
465	ARS & CPS	1969147	COUNTY	VIA VAL VERDE	CONCOURSE	NW		N34°01.096 W118°07.552	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
466	ARS & CPS	1969148	COUNTY	MADISON	CONCOURSE	NE		N34°01.054 W118°07.543	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
467	ARS & CPS	1969150	COUNTY	MORRIS	MADISON	NW		N34°01.059 W118°07.497	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
468	ARS & CPS	1969153	COUNTY	WILCOX	MADISON	NW		N34°01.048 W118°07.440	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
469	ARS & CPS	1969154	COUNTY	WILCOX	MADISON	NW		N34°01.051 W118°07.436	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
470	ARS & CPS	1969155	COUNTY	WILCOX	MADISON	NE		N34°01.043 W118°07.432	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
471	ARS & CPS	1969156	COUNTY	WILCOX	MADISON	NE		N34°01.049 W118°07.433	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
472	ARS & CPS	1969158	COUNTY	MADISON	WILCOX	NE		N34°01.032 W118°07.422	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
473	ARS & CPS	1969159	COUNTY	21ST	MADISON	NW		N34°01.013 W118°07.350	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
474	ARS & CPS	1969160	COUNTY	21ST	MADISON	NE		N34°01.020 W118°07.332	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
475	ARS & CPS	1969161	COUNTY	21ST	MADISON	NE		N34°01.025 W118°07.332	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
476	ARS & CPS	1969162	COUNTY	HARDING	21ST	NW		N34°01.127 W118°07.317	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
477	ARS & CPS	1969163	COUNTY	21ST	HARDING	NW		N33°01.121 W118°07.305	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
478	ARS & CPS	1969164	COUNTY	21ST	HARDING	NE		N34°01.134 W118°07.299	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
479	ARS & CPS	1969165	COUNTY	MADISON	20TH	NW		N34°01.006 W118°07.287	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
480	ARS & CPS	1969167	COUNTY	20TH	MADISON	NE		N34°01.013 W118°07.271	CURB OPENING GRATING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
481	ARS & CPS	1969168	COUNTY	20TH	MADISON	NE		N34°01.010 W118°07.273	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
482	ARS & CPS	1969169	COUNTY	MADISON	19TH	SW		N34°00.983 W118°07.228	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
483	ARS & CPS	1969170	COUNTY	MADISON	19TH	NW		N34°00.993 W118°07.224	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
484	ARS & CPS	1969172	COUNTY	MADISON	19TH	NE		N34°00.995 W118°07.210	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
485	ARS & CPS	1969173	COUNTY	19TH	MADISON	NE		N34°00.994 W118°07.208	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
486	ARS & CPS	1969175	COUNTY	MADISON	18TH	NW		N34°00.976 W118°07.159	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
487	ARS & CPS	1969177	COUNTY	18TH	MADISON	NE		N34°00.983 W118°07.148	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
488	ARS & CPS	1969178	COUNTY	18TH	CLEVELAND	NE		N34°00.882 W118°07.190	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
489	ARS & CPS	1969180	COUNTY	CLEVELAND	18TH	NW		N34°00.878 W118°07.191	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
490	ARS & CPS	1969181	COUNTY	CONCOURSE	REPETTO	SE		N34°00.885 W118°07.584	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
491	ARS & CPS	1969182	COUNTY	REPETTO	CONCOURSE	NE		N34°00.894 W118°07.568	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
492	ARS & CPS	1969183	COUNTY	CONCOURSE	REPETTO	NE		N34°00.904 W118°07.574	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
493	ARS & CPS	1969184	COUNTY	CONCOURSE	CLEVELAND	SW		N34°00.903 W118°07.589	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
494	ARS & CPS	1969186	COUNTY	REPETTO	CONCOURSE	NW		N34°00.895 W118°07.605	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
495	ARS & CPS	1969187	COUNTY	VIA VISTA	REPETTO	NE		N34°00.927 W118°07.724	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO

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	UNIT INSTALLED	CATCH BASIN ID	OWNED BY	STREET	NEAREST CROSS STREET	LOCATION OF CORNER	ADDRESS	GPS COORDINATES	TYPE OF CATCH BASIN	DAMAGE/REPAIR NOTES
496	ARS & CPS	1969188	COUNTY	VIA VISTA	REPETTO	NW		N34°00.925 W118°07.732	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
497	ARS & CPS	1969190	COUNTY	GARFIELD	REPETTO	NW		N34°00.959 W118°07.781	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
498	ARS & CPS	1969191	COUNTY	GARFIELD	WHITTIER	NW		N34°00.897 W118°07.804	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
499	ARS & CPS	1969193	COUNTY	GARFIELD	WHITTIER	SW		N34°00.867 W118°07.811	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
500	ARS & CPS	1969194	COUNTY	CLEVELAND	VAIL	NW		N34°00.864 W118°07.127	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
501	ARS & CPS	1969195	COUNTY	CLEVELAND	VAIL	SW		N34°00.857 W118°07.128	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
502	ARS & CPS	1969196	COUNTY	CLEVELAND	18TH	SW		N34°00.867 W118°07.190	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
503	ARS & CPS	1969198	COUNTY	VAIL	WHITTIER	NE		N34°00.756 W118°07.148	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
504	ARS & CPS	1969199	COUNTY	VAIL	WHITTIER	NW		N34°00.756 W118°07.156	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
505	ARS & CPS	1969200	COUNTY	WHITTIER	VAIL	SW		N34°00.745 W118°07.170	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
506	ARS & CPS	1969201	COUNTY	WHITTIER	18TH	SW		N34°00.754 W118°07.230	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
507	ARS & CPS	1969202	COUNTY	WHITTIER	18TH	NW		N34°00.769 W118°07.236	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
508	ARS & CPS	1969203	COUNTY	18TH	WHITTIER	NW		N34°00.771 W118°07.218	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
509	ARS & CPS	1969204	COUNTY	18TH	WHITTIER	NE		N34°00.769 W118°07.214	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
510	ARS & CPS	1969205	COUNTY	WHITTIER	19TH	SW		N34°00.773 W118°07.296	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
511	ARS & CPS	1969206	COUNTY	WHITTIER	19TH	NW		N34°00.779 W118°07.284	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
512	ARS & CPS	1969208	COUNTY	20TH	WHITTIER	NE		N34°00.794 W118°07.344	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
513	ARS & CPS	1969209	COUNTY	20TH	WHITTIER	NW		N34°00.794 W118°07.339	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
514	ARS & CPS	1969210	COUNTY	WHITTIER	20TH	NW		N34°00.783 W118°07.355	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
515	ARS & CPS	1969211	COUNTY	21ST	WHITTIER	NE		N34°00.811 W118°07.409	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
516	ARS & CPS	1969213	COUNTY	WHITTIER	21ST	NW		N34°00.801 W118°07.416	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
517	ARS & CPS	1969214	COUNTY	WHITTIER	22ND/19TH	MID		N34°00.792 W118°07.420	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
518	ARS & CPS	1969217	COUNTY	WHITTIER	WILCOX	NW		N34°00.826 W118°07.516	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
519	ARS & CPS	1969218	COUNTY	WHITTIER	WILCOX	SW		N34°00.816 W118°07.520	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
520	ARS & CPS	1969219	COUNTY	CONCOURSE	WHITTIER	NE		N34°00.856 W118°07.601	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
521	ARS & CPS	1969221	COUNTY	WHITTIER	CONCOURSE	WN		N34°00.855 W118°07.637	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
522	ARS & CPS	1969232	COUNTY	OLYMPIC	CONCOURSE/KENSINGTON	MID		N34°00.655 W118°07.562	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
523	ARS & CPS	1969233	COUNTY	OLYMPIC	CONCOURSE/KENSINGTON	MID		N34°00.645 W118°07.560	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
524	ARS & CPS	1969234	COUNTY	OLYMPIC	KENSINGTON	NW		N34°00.649 W118°07.517	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
525	ARS & CPS	1969236	COUNTY	MEDFORD	ALLSTON/19TH	MID		N34°00.704 W118°07.373	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
526	ARS & CPS	1969238	COUNTY	MEDFORD	ALLSTON/19TH	MID		N34°00.678 W118°07.328	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
527	ARS & CPS	1969241	COUNTY	19TH	MEDFORD	NE		N34°00.675 W118°07.306	CURB OPENING	NEED TO PAINT NPDES LOGO
528	ARS & CPS	1969242	COUNTY	MEDFORD	18TH	NW		N34°00.634 W118°07.262	CURB OPENING	NEED TO PAINT NPDES LOGO
529	ARS & CPS	1969244	COUNTY	18TH	MEDFORD	NE		N34°00.614 W118°07.260	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
530	ARS & CPS	1969245	COUNTY	18TH	OLYMPIC	NW		N34°00.615 W118°07.266	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO

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531	ARS & CPS	1969247	COUNTY	OLYMPIC	VAIL	NW		N34°00.598 W118°07.211	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
532	ARS & CPS	1969250	COUNTY	VAIL	OLYMPIC	NE		N34°00.608 W118°07.193	GRATING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
533	ARS & CPS	1969281	COUNTY	GARFIELD	ALLSTON	NW		N34°00.849 W118°07.817	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
534	ARS & CPS	1969288	COUNTY	GARFIELD	ALLSTON	NE		N34°00.842 W118°07.814	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
535	ARS & CPS	1969290	COUNTY	MADISON	4TH	SE		N34°00.765 W118°06.161	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
536	ARS & CPS	1969292	COUNTY	4TH	MADISON	NE		N34°00.778 W118°06.165	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
537	ARS & CPS	1969293	COUNTY	4TH	MADISON	NW		N34°00.779 W118°06.167	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
538	ARS & CPS	1969294	COUNTY	4TH	MADISON	SW		N34°00.764 W118°06.178	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
539	ARS & CPS	1969297	COUNTY	5TH	MADISON	SW		N34°00.776 W118°06.239	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
540	ARS & CPS	1969298	COUNTY	MADISON	5TH	NE		N34°00.786 W118°06.220	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
541	ARS & CPS	1969299	COUNTY	5TH	MADISON	NE		N34°00.792 W118°06.227	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
542	ARS & CPS	1969300	COUNTY	5TH	MADISON	NW		N34°00.794 W118°06.234	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
543	ARS & CPS	1969302	COUNTY	MADISON	6TH	NE		N34°00.799 W118°06.284	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
544	ARS & CPS	1969304	COUNTY	6TH	MADISON	NW		N34°00.806 W118°06.297	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
545	ARS & CPS	1969306	COUNTY	MADISON	7TH	NE		N34°00.813 W118°06.340	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
546	ARS & CPS	1969308	COUNTY	7TH	MADISON	NW		N34°00.821 W118°06.364	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
547	ARS & CPS	1969311	COUNTY	MADISON	MONTEBELLO	NE		N34°00.821 W118°06.399	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
548	ARS & CPS	1969312	COUNTY	MONTEBELLO	MADISON	NE		N34°00.825 W118°06.404	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
549	ARS & CPS	1969313	COUNTY	MONTEBELLO	MADISON	MEDIAN		N34°00.830 W118°06.421	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
550	ARS & CPS	1969314	COUNTY	MONTEBELLO	MADISON	NW		N34°00.837 W118°06.426	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
551	ARS & CPS	1969315	COUNTY	MADISON	SPRUCE	NE		N34°00.845 W118°06.508	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
552	ARS & CPS	1969316	COUNTY	SPRUCE	MADISON	NE		N34°00.850 W118°06.514	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
553	ARS & CPS	1969318	COUNTY	MADISON	10TH	SE		N34°00.848 W118°06.573	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
554	ARS & CPS	1969319	COUNTY	MADISON	10TH	NE		N34°00.860 W118°06.571	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
555	ARS & CPS	1969320	COUNTY	10TH	MADISON	NE		N34°00.859 W118°06.576	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
556	ARS & CPS	1969321	COUNTY	10TH	MADISON	NW		N34°00.862 W118°06.585	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
557	ARS & CPS	1969343	COUNTY	ROOSEVELT	MONTEBELLO	NE		N34°00.325 W118°06.555	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
558	ARS & CPS	1969344	COUNTY	ROOSEVELT	MONTEBELLO	SE		N34°00.317 W118°06.570	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
559	ARS & CPS	1969349	COUNTY	OLYMPIC	GREENWOOD	SE		N34°00.428 W118°06.771	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
560	ARS & CPS	1969352	COUNTY	OLYMPIC	GREENWOOD	JE		N34°00.435 W118°06.771	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
561	ARS & CPS	1969353	COUNTY	OLYMPIC	TAYLOR	SE		N34°00.450 W118°06.887	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
562	ARS & CPS	1969354	COUNTY	OLYMPIC	TAYLOR	NE		N34°00.465 W118°06.889	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
563	ARS & CPS	1969355	COUNTY	OLYMPIC	PARK/TAYLOR	MID		N34°00.466 W118°06.975	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO. VEGETATION. MANHOLE CRACKED.
564	ARS & CPS	1969357	COUNTY	OLYMPIC	PARK	WS		N34°00.481 W118°07.015	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO

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	UNIT INSTALLED	CATCH BASIN ID	OWNED BY	STREET	NEAREST CROSS STREET	LOCATION OF CORNER	ADDRESS	GPS COORDINATES	TYPE OF CATCH BASIN	DAMAGE/REPAIR NOTES
565	ARS & CPS	1969358	COUNTY	OLYMPIC	MAPLE/PARK	MID		N34°00.490 W118°07.010	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
566	ARS & CPS	1969359	COUNTY	MAPLE	OLYMPIC	NE		N34°00.515 W118°07.051	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
567	ARS & CPS	1969360	COUNTY	MAPLE	OLYMPIC	NW		N34°00.526 W118°07.056	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
568	ARS & CPS	1969361	COUNTY	OLYMPIC	MAPLE	NW		N34°00.522 W118°07.069	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO. MANHOLE CRACKED.
569	ARS & CPS	1969362	COUNTY	OLYMPIC	MAPLE	SW		N34°00.509 W118°07.065	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO. MANHOLE CRACKED.
570	ARS & CPS	1969366	COUNTY	WHITTIER	VAIL/CALIFORNIA	MID		N34°00.725 W118°07.076	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
571	ARS & CPS	1969367	COUNTY	CALIFORNIA	WHITTIER	SW		N34°00.720 W118°07.063	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
572	ARS & CPS	1969369	COUNTY	WHITTIER	MAPLE	SW		N34°00.707 W118°07.008	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
573	ARS & CPS	1969370	COUNTY	MAPLE	WHITTIER	SW		N34°00.703 W118°07.005	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
574	ARS & CPS	1969371	COUNTY	WHITTIER	MAPLE	NW		N34°00.716 W118°07.002	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
575	ARS & CPS	1969373	COUNTY	MAPLE	WHITTIER	NE		N34°00.721 W118°06.989	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
576	ARS & CPS	1969375	COUNTY	PARK	WHITTIER	NW		N34°00.710 W118°06.932	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
577	ARS & CPS	1969376	COUNTY	PARK	WHITTIER	NE		N34°00.704 W118°06.928	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
578	ARS & CPS	1969385	COUNTY	TAYLOR	LOS ANGELES	NE		N34°00.564 W118°06.868	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
579	ARS & CPS	1969387	COUNTY	CLEVELAND	PARK	NE		N34°00.815 W118°06.908	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
580	ARS & CPS	1969393	COUNTY	16TH	CLEVELAND	NE		N34°00.853 W118°07.056	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
581	ARS & CPS	1969394	COUNTY	16TH	CLEVELAND	NW		N34°00.854 W118°07.063	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
582	ARS & CPS	1969395	COUNTY	CLEVELAND	16TH	NW		N34°00.850 W118°07.067	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
583	ARS & CPS	1969396	COUNTY	VAIL	CLEVELAND	NE		N34°00.863 W118°07.116	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
584	ARS & CPS	1969397	COUNTY	VAIL	CLEVELAND	NW		N34°00.866 W118°07.124	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
585	ARS & CPS	1969399	COUNTY	WHITTIER	22ND	SE		N34°00.808 W118°07.439	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
586	ARS & CPS	1969420	COUNTY	MONTEBELLO	OLYMPIC	SE		N34°00.377 W118°06.548	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
587	ARS & CPS	1969424	COUNTY	MONTEBELLO	OLYMPIC	NE		N34°00.397 W118°06.540	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
588	ARS & CPS	1969425	COUNTY	LOS ANGELES	7TH	SE		N34°00.483 W118°06.450	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
589	ARS & CPS	1969426	COUNTY	LOS ANGELES	7TH	NE		N34°00.490 W118°06.450	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
590	ARS & CPS	1969427	COUNTY	6TH	LOS ANGELES	SW		N34°00.464 W118°06.400	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
591	ARS & CPS	1969428	COUNTY	6TH	LOS ANGELES	SE		N34°00.464 W118°06.394	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
592	ARS & CPS	1969442	COUNTY	LOS ANGELES	4TH	NE		N34°00.447 W118°06.262	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
593	ARS & CPS	1969443	COUNTY	LOS ANGELES	4TH	SE		N34°00.428 W118°06.266	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
594	ARS & CPS	1969452	COUNTY	BEVERLY	21ST/20TH	MID		N34°01.225 W118°07.249	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
595	ARS & CPS	1969457	COUNTY	BEVERLY	16TH	SW		N34°01.162 W118°06.977	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
596	ARS & CPS	1969458	COUNTY	GARFIELD	VIA ACOSTA/VIA SAN DELARRO	MID		N34°01.447 W118°07.969	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
597	ARS & CPS	1969461	COUNTY	BEVERLY	19TH	MEDIAN		N34°01.194 W118°07.132	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
598	ARS & CPS	1969462	COUNTY	BEVERLY	19TH	NE		N34°01.198 W118°07.127	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO

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599	ARS & CPS	1969469	COUNTY	WILCOX	BEVERLY	NW		N34°01.288 W118°07.370	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
600	ARS & CPS	1969470	COUNTY	BEVERLY	VIA VAL VERDE/WILCOX	MID		N34°01.247 W118°07.401	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
601	ARS & CPS	1969472	COUNTY	BEVERLY	VIA VAL VERDE	NE		N34°01.282 W118°07.517	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
602	ARS & CPS	1969474	COUNTY	TAYLOR	LOS ANGELES/OLYMPIC	MID		N34°00.530 W118°06.878	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
603	ARS & CPS	1969475	COUNTY	TAYLOR	WHITTIER/OLYMPIC	MID		N33°00.530 W118°06.884	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
604	ARS & CPS	1969476	COUNTY	WHITTIER	VAIL/MAPLE	MID		N34°00.721 W118°07.014	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
605	ARS & CPS	1969477	COUNTY	OLYMPIC	VAIL/MAPLE	MID		N34°00.561 W118°07.136	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
606	ARS & CPS	1969478	COUNTY	OLYMPIC	VAIL/MAPLE	MID		N34°00.550 W118°07.129	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
607	ARS & CPS	1969481	COUNTY	GARFIELD	VIA CORONA	NE		N34°01.296 W118°08.044	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
608	ARS & CPS	1969482	COUNTY	VIA CORONA	GARFIELD	SE		N34°01.279 W118°08.032	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
609	ARS & CPS	1969483	COUNTY	VIA LUNETO	HAY	NE		N34°01.188 W118°07.893	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
610	ARS & CPS	1969485	COUNTY	LINCOLN	MAPLE	NW		N34°01.358 W118°06.810	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
611	ARS & CPS	1969486	COUNTY	MAPLE	GRANDVIEW	NW		N34°01.299 W118°06.820	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
612	ARS & CPS	1969496	COUNTY	GARFIELD	MADISON	NW		N34°01.080 W118°07.833	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
613	ARS & CPS	1969503	COUNTY	VIA LUNETO	HAY	SE		N34°01.186 W118°07.906	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
614	ARS & CPS	1970001	COUNTY	ROOSEVELT	CALLE CINCO/3RD	MID	432	N34°00.258 W118°06.439	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
615	ARS & CPS	1970002	COUNTY	ROOSEVELT	CALLE CINCO/3RD	MID		N34°00.254 W118°06.448	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
616	ARS & CPS	1970003	COUNTY	CALLE CINCO	ROOSEVELT	SE		N34°00.249 W118°06.458	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
617	ARS & CPS	1970005	COUNTY	4TH	ROOSEVELT	NE		N34°00.214 W118°06.362	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
618	ARS & CPS	1970006	COUNTY	4TH	ROOSEVELT	NW		N34°00.219 W118°06.371		BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
619	ARS & CPS	1970008	COUNTY	MINES	MONTEBELLO	SE		N34°00.115 W118°06.667	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
620	ARS & CPS	1970013	COUNTY	GREENWOOD	BEACH	NE		N33°59.959 W118°07.007	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
621	ARS & CPS	1970016	COUNTY	GREENWOOD	BEACH/WASHINGTON	MID		N33°59.874 W118°07.057	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
622	ARS & CPS	1970017	COUNTY	GREENWOOD	BEACH/WASHINGTON	MID	BUS STOP	N33°59.822 W118°07.086	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
623	ARS & CPS	1970018	COUNTY	BEACH	DAVIS/GREENWOOD	MID	1108	N33°59.974 W118°07.056	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
624	ARS & CPS	1970019	COUNTY	DAVIS	BEACH	NE		N34°00.003 W118°07.110	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
625	ARS & CPS	1970021	COUNTY	BEACH	DAVIS	NE		N33°59.975 W118°07.080	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
626	ARS & CPS	1970023	COUNTY	JACMAR	MONTEBELLO	NE		N33°59.751 W118°06.898	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
627	ARS & CPS	1970076	COUNTY	WASHINGTON	GREENWOOD	NE		N33°99.546 W118°11.924	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
628	ARS & CPS	1970078	COUNTY	GREENWOOD	BEACH/WASHINGTON	MID		N33°59.730 W118°07.144	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
629	ARS & CPS	1970080	COUNTY	WASHINGTON	GREENWOOD	SE	869	N33°59.697 W118°07.151	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
630	ARS & CPS	1970081	COUNTY	BEACH	PARK/TAYLOR	MID		N34°00.014 W118°07.166	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
631	ARS & CPS	1970082	COUNTY	BEACH	TAYLOR	NE		N34°00.018 W118°07.152	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
632	ARS & CPS	1970085	COUNTY	BEACH	VAIL/MAPLE	MID	1527	N34°00.100 W118°07.366	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
633	ARS & CPS	1970087	COUNTY	BEACH	VAIL/MAPLE	MID	1608 NORTH	N34°00.100 W118°07.376	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
634	ARS & CPS	1970122	COUNTY	TELEGRAPH	CHURCH	NE	SIT 'N SLEEP	N33°59.127 W118°08.034	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO

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	UNIT INSTALLED	CATCH BASIN ID	OWNED BY	STREET	NEAREST CROSS STREET	LOCATION OF CORNER	ADDRESS	GPS COORDINATES	TYPE OF CATCH BASIN	DAMAGE/REPAIR NOTES
635	ARS & CPS	1970126	COUNTY	MAPLE	TELEGRAPH	NW		N33°59.019 W118°07.911		BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
636	ARS & CPS	1970131	COUNTY	TAYLOR	DATE	NE	1150	N33°59.520 W118°07.423	CURB OPENING GRATING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO. WATER INSIDE.
637	ARS & CPS	1970133	COUNTY	DATE	TAYLOR	NE		N33°59.512 W118°07.421	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
638	ARS & CPS	1970144	COUNTY	DATE	GREENWOOD	NE		N33°59.461 W118°07.295	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
639	ARS & CPS	1970145	COUNTY	DATE	GREENWOOD	SE	STRIP MALL	N33°59.452 W118°07.290	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
640	ARS & CPS	1970146	COUNTY	DATE	SPRUCE	SE		N33°59.419 W118°07.207	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
641	ARS & CPS	1970147	COUNTY	WASHINGTON	MONTEBELLO/CAROB	MID		N33°59.628 W118°06.946	CURB OPENING GRATING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
642	ARS & CPS	1970148	COUNTY	WASHINGTON	MONTEBELLO	NE		N33°59.637 W118°06.961	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
643	ARS & CPS	1970149	COUNTY	WASHINGTON	MONTEBELLO	SE	733	N33°59.623 W118°06.969	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
644	ARS & CPS	1970150	COUNTY	WASHINGTON	MONTEBELLO/CAROB	MID		N33°59.630 W118°06.956	CURB OPENING GRATING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
645	ARS & CPS	1970151	COUNTY	MONTEBELLO	FRANKEL	NW		N33°59.520 W118°07.046	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
646	ARS & CPS	1970152	COUNTY	MONTEBELLO	FRANKEL	NE		N33°59.522 W118°07.037	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
647	ARS & CPS	1970153	COUNTY	FRANKEL	MONTEBELLO	NW		N33°59.517 W118°07.050	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
648	ARS & CPS	1970154	COUNTY	MONTEBELLO	DATE	NW	1161	N33°59.396 W118°07.120	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
649	ARS & CPS	1970155	COUNTY	MONTEBELLO	DATE	NE	1156	N33°59.392 W118°07.110	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
650	ARS & CPS	1970157	COUNTY	CAROB	DATE	NW	1161	N33°59.357 W118°07.024	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
651	ARS & CPS	1970158	COUNTY	CAROB	DATE	NE		N33°59.360 W118°07.019	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
652	ARS & CPS	1970159	COUNTY	DATE	BLUFF	NW		N33°59.305 W118°06.909	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
653	ARS & CPS	1970160	COUNTY	DATE	BLUFF	SW		N33°59.300 W118°06.913	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
654	ARS & CPS	1970161	COUNTY	BLUFF	DATE	NW		N33°59.304 W118°06.902	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
655	ARS & CPS	1970168	COUNTY	GREENWOOD	FRANKEL	NE		N33°59.592 W118°07.224	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
656	ARS & CPS	1970169	COUNTY	FRANKEL	GREENWOOD	NE		N33°59.583 W118°07.221	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
657	ARS & CPS	1970170	COUNTY	GREENWOOD	DATE	NW	1153	N33°59.472 W118°07.314	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
658	ARS & CPS	1970171	COUNTY	WASHINGTON	GREENWOOD	NE		N33°59.707 W118°07.128	CURB OPENING GRATING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
659	ARS & CPS	1970202	COUNTY	SYCAMORE	SPRUCE/MONTEBELLO	MID	SOUTH SIDE	N33°59.035 W118°07.364	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
660	ARS & CPS	1970212	COUNTY	MONTEBELLO	SYCAMORE	NW	1453	N33°59.033 W118°07.332	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
661	ARS & CPS	1970213	COUNTY	MONTEBELLO	SYCAMORE	NE	1452	N33°59.029 W118°07.325	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
662	ARS & CPS	1970215	COUNTY	GREENWOOD	ELM	NW	1353	N33°59.235 W118°07.446	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
663	ARS & CPS	1970216	COUNTY	GREENWOOD	OAKWOOD/ELM	MID	1360	N33°59.220 W118°07.440	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
664	ARS & CPS	1970218	COUNTY	ELM	GREENWOOD	NE		N33°59.214 W118°07.437	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
665	ARS & CPS	1970219	COUNTY	ELM	GREENWOOD	SE		N33°59.204 W118°07.440	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
666	ARS & CPS	1970220	COUNTY	SPRUCE	ELM	NW	1361	N33°59.184 W118°07.356	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
667	ARS & CPS	1970222	COUNTY	SPRUCE	SYCAMORE	NW	1457	N33°59.066 W118°07.425	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
668	ARS & CPS	1970223	COUNTY	SPRUCE	SYCAMORE	NE	1456	N33°59.060 W118°07.422	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
669	ARS & CPS	1970224	COUNTY	CEDAR	SYCAMORE	NW	1449	N33°59.015 W118°07.271	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
670	ARS & CPS	1970225	COUNTY	CEDAR	SYCAMORE	NE	1452	N33°59.009 W118°07.266	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
671	ARS & CPS	1971003	COUNTY	TELEGRAPH	GREENWOOD	NW		N33°58.814 W118°07.717	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO

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	UNIT INSTALLED	CATCH BASIN ID	OWNED BY	STREET	NEAREST CROSS STREET	LOCATION OF CORNER	ADDRESS	GPS COORDINATES	TYPE OF CATCH BASIN	DAMAGE/REPAIR NOTES
672	ARS & CPS	1971007	COUNTY	TELEGRAPH	GREENWOOD/GAGE	MID	GAS STATION	N33°58.781 W118°07.678	CURB OPENING	NEED TO PAINT NPDES LOGO
673	ARS & CPS	1971026	COUNTY	GAGE	TELEGRAPH			N33°58.583 W118°07.477		BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
674	ARS & CPS	1971027	COUNTY	GAGE	TELEGRAPH/UNION	MID		N33°58.587 W118°07.472	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
675	ARS & CPS	1971028	COUNTY	GAGE	TELEGRAPH/UNION	MID		N33°58.604 W118°07.462	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
676	ARS & CPS	1971029	COUNTY	GAGE	TELEGRAPH/UNION	MID	QUALITY INN	N33°58.588 W118°07.460	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
677	ARS & CPS	1971030	COUNTY	GAGE	TELEGRAPH/UNION	MID		N33°58.628 W118°07.527	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
678	ARS & CPS	1971031	COUNTY	GAGE	TELEGRAPH			N33°58.640 W118°07.546		BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
679	ARS & CPS	1971032	COUNTY	TELEGRAPH	GAGE	SE	7801	N33°58.545 W118°07.516	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
680	ARS & CPS	1971036	COUNTY	SLAUSON	TELEGRAPH/CHAPIN	MID	7825	N33°58.520 W118°07.405	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
681	ARS & CPS	1971037	COUNTY	SLAUSON	TELEGRAPH/CHAPIN	MID	FASTENAL	N33°58.529 W118°07.386	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
682	ARS & CPS	1971038	COUNTY	SLAUSON	TELEGRAPH/CHAPIN	MID	8105	N33°58.551 W118°07.310	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
683	ARS & CPS	1971039	COUNTY	SLAUSON	CHAPIN	NW	8105	N33°58.553 W118°07.301	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
684	ARS & CPS	1971040	COUNTY	SLAUSON	CHAPIN	SW	8100	N33°58.536 W118°07.301	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
685	ARS & CPS	1971042	COUNTY	SLAUSON	TELEGRAPH/CHAPIN	MID		N33°58.517 W118°07.372	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
686	ARS & CPS	1971043	COUNTY	SLAUSON	TELEGRAPH	SE	BUS STOP	N33°58.512 W118°07.395	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
687	ARS & CPS	1971156	COUNTY	CAROB	SYCAMORE	NW	1449	N33°58.996 W118°07.214	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
688	ARS & CPS	1971157	COUNTY	CAROB	SYCAMORE	NE		N33°58.997 W118°07.202	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
689	ARS & CPS	1971158	COUNTY	4TH	SYCAMORE	NW	1449	N33°58.977 W118°07.154	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
690	ARS & CPS	1971159	COUNTY	4TH	SYCAMORE	NE	1448	N33°58.977 W118°07.146	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
691	ARS & CPS	1971160	COUNTY	SYCAMORE	BIRCH	NW		N33°58.960 W118°07.115	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
692	ARS & CPS	1971161	COUNTY	BIRCH	SYCAMORE	NW	1449	N33°58.957 W118°07.094	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
693	ARS & CPS	2021001	COUNTY	WEMAR WAY	LOS AMIGOS	NE	142 LOS AMIGOS	N34°01.500 W118°05.860	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
694	ARS & CPS	2021002	COUNTY	LOS AMIGOS	DONER	SW	131 LOA AMIGOS	N34°01.504 W118°05.806	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
695	ARS & CPS	2021004	COUNTY	LOS AMIGOS	DONER	NE	118 LOS AMIGOS	N34°02.398 W118°09.105	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
696	ARS & CPS	2021012	COUNTY	SAN GABRIEL	TOWN CENTER/PLAZA	MID	CANNOT VERIFY ADDRESS	N34°02.138 W118°04.682	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
697	ARS & CPS	2021016	COUNTY	OAKMILL	ROSEGLEN	SE	ADJACENT TO 901 OAKMILL	N34°02.307 W118°05.090	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
698	ARS & CPS	2021040	COUNTY	ARROYO	BRADBURY	SW	113 ARROYO	N34°02.518 W118°05.551	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
699	ARS & CPS	2021091	COUNTY	ARROYO	NEIL ARMSTRONG	SW		N34°02.556 W118°05.683	CURB OPENING GRATING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
700	ARS & CPS	2021092	COUNTY	NEIL ARMSTRONG	ARROYO	SW		N34°02.559 W118°05.688	CURB OPENING GRATING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
701	ARS & CPS	2022002	COUNTY	AVENIDA DE LA MERCED	LINCOLN	NW	604 AVENIDA DE LA MERCED	N34°01.371 W118°05.287	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
702	ARS & CPS	2022006	COUNTY	AVENIDA DE LA MERCED	SANCHEZ	NW	424 AVENIDA DE LA MERCED	N34°01.418 W118°05.424	CURB OPENING GRATING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
703	ARS & CPS	2022007	COUNTY	AVENIDA DE LA MERCED	AZALEA	SW	425 AVENINDE DE LA MERCED	N34°01.439 W118°05.462	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
704	ARS & CPS	2022008	COUNTY	HIBISCUS	AVENIDA DE LA MERCED	NE	900 HIBISCUS	N34°01.464 W118°05.494	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
705	ARS & CPS	2022009	COUNTY	HIBISCUS	AVENIDA DE LA MERCED	NW	901 HIBISCUS	N34°01.460 W118°05.508	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
706	ARS & CPS	2022010	COUNTY	LAS FLORES	AVENIDA DE LA MERCED	NE	300 AVENIDA DE LA MERCED	N34°01.447 W118°05.580	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
707	ARS & CPS	2022011	COUNTY	LAS FLORES	AVENIDA DE LA MERCED	NW	240 AVENIDA DE LA MERCED	N34°01.446 W118°05.585	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO

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708	ARS & CPS	2022012	COUNTY	AVENIDA DE LA MERCED	LAS FLORES	NW	240 AVENIDA DE LA MERCED	N34°01.447 W118°05.592	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
709	ARS & CPS	2022013	COUNTY	POPLAR	AVENIDA DE LA MERCED	NE	200 AVENIDA DE LA MERCED	N34°01.436 W118°05.700	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
710	ARS & CPS	2022014	COUNTY	POPLAR	AVENIDA DE LA MERCED	NW	100 AVENIDA DE LA MERCED	N34°01.438 W118°05.707	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
711	ARS & CPS	2022015	COUNTY	AVENIDA DE LA MERCED	POPLAR	NW	100 AVENIDA DE LA MERCED	N34°01.426 W118°05.714	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
712	ARS & CPS	2022017	COUNTY	DONER	AVENIDA DE LA MERCED	NE	112 AVENIDA DE LA MERCED	N34°01.435 W118°05.765	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
713	ARS & CPS	2022018	COUNTY	DONER	AVENIDA DE LA MERCED	NW	901 DONER	N34°01.438 W118°05.774	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
714	ARS & CPS	2022019	COUNTY	AVENIDA DE LA MERCED	DONER	NW	901 DONER	N34°01.423 W118°05.777	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
715	ARS & CPS	2022020	COUNTY	WEMAR WAY	AVENIDA DE LA MERCED	NE	900 WEMAR	N34°01.424 W118°05.828	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
716	ARS & CPS	2022021	COUNTY	WEMAR WAY	AVENIDA DE LA MERCED	NW	901 WEMAR	N34°01.429 W118°05.835	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
717	ARS & CPS	2022022	COUNTY	2ND	AVENIDA DE LA MERCED	NE	900 2ND	N34°01.409 W118°05.883	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
718	ARS & CPS	2022023	COUNTY	2ND	AVENIDA DE LA MERCED	NW	901 2ND	N34°01.405 W118°05.888	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
719	ARS & CPS	2022024	COUNTY	AVENIDA DE LA MERCED	2ND	NW	901 2ND	N34°01.399 W118°05.893	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
720	ARS & CPS	2022025	COUNTY	3RD	AVENIDA DE LA MERCED	NE	900 3RD	N34°01.395 W118°05.934	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
721	ARS & CPS	2022026	COUNTY	3RD	AVENIDA DE LA MERCED	NW	901 3RD	N34°01.394 W118°05.941	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
722	ARS & CPS	2022027	COUNTY	AVENIDA DE LA MERCED	3RD	NW	901 3RD	N34°01.385 W118°05.948	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
723	ARS & CPS	2022031	COUNTY	LINCOLN	2ND	NW	200 LINCOLN	N34°01.171 W118°05.920	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
724	ARS & CPS	2022032	COUNTY	LINCOLN	2ND	NE	700 2ND	N34°01.152 W118°05.880	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
725	ARS & CPS	2022033	COUNTY	LINCOLN	2ND	SE	111 LINCOLN	N34°01.165 W118°05.907	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
726	ARS & CPS	2022034	COUNTY	LINCOLN	1ST	NW	701 1ST	N34°01.171 W118°05.852	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
727	ARS & CPS	2022036	COUNTY	LINCOLN	1ST	SE	103 LINCOLN	N34°01.165 W118°05.841	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
728	ARS & CPS	2022037	COUNTY	LINCOLN	POPLAR	SW	657 POPLAR	N34°01.169 W118°05.796	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
729	ARS & CPS	2022038	COUNTY	LINCOLN	POPLAR	NW	701 POPLAR	N34°01.176 W118°05.792	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
730	ARS & CPS	2022039	COUNTY	POPLAR	LINCOLN	NW	701 POPLAR	N34°01.185 W118°05.779	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
731	ARS & CPS	2022041	COUNTY	POPLAR	DOCHAN CIRCLE	NW	120 DOCHAN	N34°01.221 W118°05.768	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
732	ARS & CPS	2022042	COUNTY	POPLAR	DOCHAN CIRCLE	NE	716 POPLAR	N34°01.220 W118°05.761	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
733	ARS & CPS	2022043	COUNTY	WILBUR	LINCOLN	NW	705 WILBUR	N34°01.198 W118°05.715	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
734	ARS & CPS	2022044	COUNTY	WILBUR	LINCOLN	NE	700 WILBUR	N34°01.061 W118°05.333	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
735	ARS & CPS	2022045	COUNTY	LINCOLN	KATHRINE	SW	665 KATHRINE	N34°01.170 W118°05.659	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
736	ARS & CPS	2022046	COUNTY	LINCOLN	KATHRINE	NW	701 KATHRINE	N34°01.179 W118°05.663	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
737	ARS & CPS	2022047	COUNTY	KATHRINE	END OF CUL-DE-SAC	MID	705 KATHRINE	N34°01.199 W118°05.646	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
738	ARS & CPS	2022048	COUNTY	KATHRINE	END OF CUL-DE-SAC	MID	740 KATHRINE	N34°01.199 W118°05.634	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
739	ARS & CPS	2022049	COUNTY	KATHRINE	LINCOLN	NE	700 KATHRINE	N34°01.187 W118°05.640	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
740	ARS & CPS	2022050	COUNTY	LINCOLN	VICTORIA	SW	653 VICTORIA	N34°01.176 W118°05.596	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
741	ARS & CPS	2022051	COUNTY	VICTORIA	LINCOLN	SW	653 VICTORIA	N34°01.172 W118°05.586	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO

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742	ARS & CPS	2022053	COUNTY	VICTORIA	LINCOLN	SE	644 VICTORIA	N34°01.143 W118°05.588	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
743	ARS & CPS	2022054	COUNTY	VICTORIA	LINCOLN	SE	652 VICTORIA	N34°01.164 W118°05.584	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
744	ARS & CPS	2022057	COUNTY	LINCOLN	RAYWOOD	SW	661 RAYWOOD	N34°01.181 W118°05.533	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
745	ARS & CPS	2022058	COUNTY	RAYWOOD	LINCOLN	SW	661 RAYWOOD	N34°01.171 W118°05.530	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
746	ARS & CPS	2022059	COUNTY	RAYWOOD	LINCOLN	SE	664 RAYWOOD	N34°01.176 W118°05.520	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
747	ARS & CPS	2022060	COUNTY	LINCOLN	SANCHEZ	SW	349 LINCOLN	N34°01.182 W118°05.495	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
748	ARS & CPS	2022061	COUNTY	LINCOLN	SANCHEZ	NW	BACK OF SCHOOL YARD	N34°01.189 W118°05.508	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
749	ARS & CPS	2022062	COUNTY	SANCHEZ	LINCOLN	NW	705 SANCHEZ	N34°01.207 W118°05.479	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
750	ARS & CPS	2022063	COUNTY	SANCHEZ	ORCUTT	NW	713 SANCHEZ	N34°01.229 W118°05.473	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
751	ARS & CPS	2022064	COUNTY	SANCHEZ	ORCUTT	NE	400 ORCUTT	N34°01.224 W118°05.465	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
752	ARS & CPS	2022065	COUNTY	LINCOLN	SANCHEZ/RANCHO	MID	381 LINCOLN	N34°01.186 W118°05.407	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
753	ARS & CPS	2022066	COUNTY	LINCOLN	RANCHO	NW	ACROSS FROM 720 LINCOLN	N34°01.236 W118°05.366	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
754	ARS & CPS	2022067	COUNTY	LINCOLN	RANCHO	SW	720 LINCOLN	N34°01.233 W118°05.355	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
755	ARS & CPS	2022068	COUNTY	LINCOLN	RANCHO	NE	ACROSS FROM 732 LINCOLN	N34°01.259 W118°05.353	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
756	ARS & CPS	2022069	COUNTY	LINCOLN	RANCHO	NE	ACROSS FROM 736 LINCOLN	N34°01.270 W118°05.346	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
757	ARS & CPS	2022072	COUNTY	LINCOLN	RANCHO	SE	732 LINCOLN	N34°01.256 W118°05.340	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
758	ARS & CPS	2022101	COUNTY	3RD	MADISON	NW	301 3RD	N34°00.768 W118°06.108	CURB OPENING	PAINT NPDES LOGO
759	ARS & CPS	2022103	COUNTY	3RD	MADISON	SW	249 3RD	N34°00.751 W118°06.112	CURB OPENING	PAINT NPDES LOGO
760	ARS & CPS	2022104	COUNTY	3RD	MADISON	SE	223 3RD	N34°00.749 W118°06.105	CURB OPENING	PAINT NPDES LOGO
761	ARS & CPS	2022106	COUNTY	MADISON	3RD	SE	223 MADISON	N34°00.752 W118°06.752	CURB OPENING	PAINT NPDES LOGO
762	ARS & CPS	2022107	COUNTY	MADISON	3RD	NE	ACROSS FROM 223 MADISON	N34°00.755 W118°06.816	CURB OPENING	PAINT NPDES LOGO
763	ARS & CPS	2022108	COUNTY	3RD	MADISON	NE	ACROSS FROM 301 3RD	N34°00.763 W118°06.102	CURB OPENING	PAINT NPDES LOGO
764	ARS & CPS	2022111	COUNTY	MADISON	2ND	SE	121 MADISON	N34°00.737 W118°06.036	CURB OPENING	PAINT NPDES LOGO
765	ARS & CPS	2022112	COUNTY	MADISON	2ND	NE	110 MADISON	N34°00.744 W118°06.028	CURB OPENING	PAINT NPDES LOGO
766	ARS & CPS	2022113	COUNTY	POPLAR	MADISON	SW	121 MADISON	N34°00.711 W118°05.924	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
767	ARS & CPS	2022114	COUNTY	POPLAR	MADISON	SE	244 POPLAR	N34°00.707 W118°05.914	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
768	ARS & CPS	2022116	COUNTY	MADISON	POPLAR	NE	300 POPLAR	N34°00.718 W118°05.905	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
769	ARS & CPS	5AAA	City	Hay St	Beverly	NE	2522 Beverly	N34°01.263 W118°07.814	Curb opening	BENT ARS, DIRTY INSIDE, NEED PAINT NPDES LOGO.
770	ARS & CPS	5BBB	City	Hay St	Beverly	NW	2600 Beverly	N34°01.263 W118°07.828	Curb opening	BENT ARS, DIRTY INSIDE, NEED PAINT NPDES LOGO.
771	ARS & CPS	5CCC	City	Garfield	Via San Delarro	NE	700 Via San Delarro	N34°01.564 W118°07.807	Curb opening	BENT ARS, DIRTY INSIDE, LEAVES OUTSIDE, AND NEED PAINT NPDES LOGO
772	ARS & CPS	5DDD	City	Via San Delarro	Garfield	NE	702 Via San Delarro	N34°01.539 W118°07.815	Curb opening	BENT ARS, DIRTY INSIDE, LEAVES OUTSIDE, AND NEED PAINT NPDES LOGO
773	ARS & CPS	5FFF	City	Wilcox	Via Campo/Via Paseo	Mid (W) (S&F)		N34°01.886 W118°07.511	Curb opening	NEED TO PAINT NPDES LOGO
774	ARS & CPS	5GG	City	Wilcox	Via Campo/Via Paseo	Mid (E)	across from S&F	N34°01.884 W118°07.498	Curb opening	NEED TO PAINT NPDES LOGO
775	ARS & CPS	5HH	City	Wilcox	Via Campo/Via Paseo	Mid (E)	across from S&F	N34°01.904 W118°07.497	Curb opening	NEED TO PAINT NPDES LOGO
776	ARS & CPS	5II	City	Westmoreland	Coffman	NW across from Coffman	864 Coffman across street to west	N34°01.692 W118°07.145	Curb opening	BENT ARS, DIRTY INSIDE, AND PAINT NPDES LOGO
777	ARS & CPS	5KK	City	Westmoreland	21st	NW side	836 21st St across street to west	N34°01.627 W118°07.222	Curb opening	GOOD. NEED PAINT NPDES LOGO.
778	ARS & CPS	6AA	City	VAIL AVE	WESTMORELAND	NW	1748 WESTMORELAND, SOUTH OF	N34°01.751 W118°07.077	Curb opening	VEGETATION GROWING, DIRTY INSIDE, BENT ARTS, AND PAINT NPDES LOGO.
779	ARS & CPS	6BB	City	WESTMORELAND	VAIL	NW	1748 WESTMORELAND	N34°01.754 W118°07.066	Curb opening	BENT ARS, DIRTY INSIDE, AND NEED PAINT NPDES LOGO.
780	ARS & CPS	6CCC	City	WESTMORELAND	BOLKER WY	SW	901 BOLKER WY, EAST SIDE	N34°01.771 W118°07.024	Curb opening	BENT ARS, DIRTY INSIDE, AND NEED PAINT NPDES LOGO.
781	ARS & CPS	6CCCC	City	MONTEBELLO	JEFFERSON	NW	NONE AVAIL.	N34°01.581 W118°06.114	CURB OPENING	NEED TO PAINT NPDES LOGO
782	ARS & CPS	6DDD	City	LOMA RD	VAIL/ALDEA	MID (N)	1716 LOMA RD	N34°01.450 W118°06.938	CURB OPENING W/GRATING	NEED TO PAINT NPDES LOGO
783	ARS & CPS	6EEE	City	LOMA RD	VAIL	SW	1725 LOMA RD	N34°01.431 W118°06.939	CURB OPENING W/GRATING	ARS SCREEN IS LIFTED, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO.
784	ARS & CPS	6FF	City	ALDEA	EL CAMINO/LOMA RD	MID (E)	1618 EL CAMINO (WEST SIDE)	N34°01.426 W118°06.880	CURB OPENING W/GRATING	ARS IS BENT, DIRTY AND NEED TO PAINT NPDES LOGO.
785	ARS & CPS	6GG	City	VAIL AVE	HARDING	NW	401 VAIL	N34°01.074 W118°07.060	CURB OPENING	ARS IS DIRTY. NEED TO PAINT NPDES LOGO
786	ARS & CPS	6H	City	HARDING	VAIL	NW	401 VAIL (SOUTH SIDE)	N34°01.072 W118°07.064	CURB OPENING	NEED TO PAINT NPDES LOGO

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	UNIT INSTALLED	CATCH BASIN ID	OWNED BY	STREET	NEAREST CROSS STREET	LOCATION OF CORNER	ADDRESS	GPS COORDINATES	TYPE OF CATCH BASIN	DAMAGE/REPAIR NOTES
787	ARS & CPS	6HH	City	LIBERTY	MONTEBELLO	SW	1200 RIO BLANCO - ACROSS STREET - SOUTH SIDE	N34°01.789 W118°06.088	CURB OPENING	NEED TO PAINT NPDES LOGO
788	ARS & CPS	6II	City	MONTEBELLO	PARAMOUNT BLVD	SE (NORTH BASIN)	ACROSS FROM CHEVRON (SE)	N34°02.038 W118°05.436	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
789	ARS & CPS	6JJ	City	MONTEBELLO	PARAMOUNT BLVD	SW (SOUTH BASIN)	ACROSS FROM CHEVRON (SOUTH SIDE)	N34°02.040 W118°05.467	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
790	ARS & CPS	6K	City	HOWARD	LINCOLN/ALDEA	NW	701 TEXCOCO (EAST OF)	N34°01.308 W118°06.549	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
791	ARS & CPS	6KK	City	MONTEBELLO	LIBERTY/PARAMOUNT	MID W (SOUTH BASIN)	IN FRONT OF CARL'S JR	N34°01.973 W118°05.567	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
792	ARS & CPS	6L	City	HOWARD	LINCOLN	NE	701 TEXCOCO (ACROSS HOWARD ST - EAST SIDE)	N34°01.309 W118°06.541	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
793	ARS & CPS	6LL	City	MONTEBELLO	AVENIDA DE LA MERCED/ MICHAEL COLLINS CIR	MID (W) (NORTH BASIN)	ACROSS FROM 822 MONTEBELLO	N34°01.426 W118°06.212	CURB OPENING W/GRATING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
794	ARS & CPS	6M	City	SANDY HOOK	HOWARD	NE	801 JUAREZ	N34°01.369 W118°06.529	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
795	ARS & CPS	6MM	City	MONTEBELLO	AVENIDA DE LA MERCED/MICHAEL COLLINS CIR	MID (W) (SOUTH BASIN)	ACROSS FROM 822 MONTEBELLO	N34°01.424 W118°06.215	CURB OPENING W/GRATING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
796	ARS & CPS	6N	City	LEXINGTON	ROCKY HILL	NW	708 ACROSS ST	N34°01.322 W118°06.438	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
797	ARS & CPS	6NN	City	MONTEBELLO	AVENIDA DE LA MERCED/MICHAEL COLLINS CIR	MID (E)	822 MONTEBELLO (NORTH OF)	N34°01.405 W118°06.214	CURB OPENING W/GRATING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
798	ARS & CPS	6O	City	ADELITA	LEXINGTON	NW	801 ADELITA - ACROSS STREET	N34°01.358 W118°06.436	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
799	ARS & CPS	6OO	City	AVENIDA DE LA MERCED	MONTEBELLO	NW	ACROSS FROM PARK	N34°01.358 W118°06.236	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
800	ARS & CPS	6P	City	LEXINGTON	ADELITA	NW	725 LEXINGTON	N34°01.359 W118°06.422	CURB OPENING W/GRATING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
801	ARS & CPS	6PP	City	AVENIDA DE LA MERCED	TAMPICO WAY	NE	800 TAMPICO (SOUTH SIDE)	N34°01.356 W118°06.288	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
802	ARS & CPS	6QQ	City	4TH STREET	MAREK / END OF STREET	MID (W)	1001 4TH ST	N34°01.452 W118°06.047	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
803	ARS & CPS	6SS	City	ORCUTT	ESPELETTE	SE	720 ESPELETTE	N34°01.249 W118°05.385	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
804	ARS & CPS	6U	City	CONCORD	LEXINGTON	NE (SOUTH BASIN)	900 CONCORD	N34°01.419 W118°06.359	CURB OPENING	NEED TO PAINT NPDES LOGO
805	ARS & CPS	6X	City	LEXINGTON	CONCORD	SE (EAST BASIN)	822 LEXINGTON - ACROSS ST	N34°01.412 W118°06.342	CURB OPENING W/GRATING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
806	ARS & CPS	6Y	City	JEFFERSON	MONTEBELLO	NW (EAST BASIN)	NONE AVAIL.	N34°01.569 W118°06.125	CURB OPENING	NEED TO PAINT NPDES LOGO
807	ARS & CPS	1968119	CITY	MONTEBELLO GOLF COURSE	BETWEEN USC & VIA BREVE	0N-SITE		N34°01.789 W118°07.823	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
808	ARS & CPS	1968146	CITY	MONTEBELLO GOLF COURSE	EAST OF VIA SAN CLEMENTE	0N-SITE		N34°01.787 W118°07.823	CURB OPENING	DIRTY INSIDE
809	ARS & CPS	1968147	CITY	MONTEBELLO GOLF COURSE	BETWEEN VIA SAN CLEMETE & VIA BREVE	0N-SITE		N34°01.807 W118°07.835	CURB OPENING	DIRTY INSIDE
810	ARS & CPS	1968154	CITY	APPIAN WAY	VAIL	SE	1744	N34°01.825 W118°07.131	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
811	ARS & CPS	1968155	CITY	APPIAN WAY	VAIL	NE	1749	N34°01.835 W118°07.137	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
812	ARS & CPS	1968156	CITY	VIA PALERMO	WEST END OF CUL-DE-SAC	SOUTH	1725	N34°01.873 W118°07.101	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
813	ARS & CPS	1968157	CITY	VIA PALERMO	WEST END OF CUL-DE-SAC	NORTH	1724	N34°01.876 W118°07.108	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
814	ARS & CPS	1968158	CITY	VIA PALERMO	MESSINA	MID S	1625	N34°01.942 W118°07.010	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
815	ARS & CPS	1968159	CITY	VIA PALERMO	MESSINA	MID N	1632	N34°01.948 W118°07.012	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
816	ARS & CPS	1968160	CITY	APPIAN WAY	VIA NAPOLI	NW	1720	N34°01.855 W118°07.059	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
817	ARS & CPS	1968161	CITY	APPIAN WAY	VIA NAPOLI	SW	1721	N34°01.848 W118°07.057	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
818	ARS & CPS	1968162	CITY	APPIAN WAY	VIA NAPOLI	SE	1705	N34°01.860 W118°07.018	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
819	ARS & CPS	1968163	CITY	VIA NAPOLI	APPIAN WAY	NE	1705	N34°01.876 W118°07.018	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
820	ARS & CPS	1968164	CITY	APPIAN WAY	VIA NAPOLI	NE		N34°01.870 W118°07.010	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
821	ARS & CPS	1968165	CITY	HOWARD	LEXINGTON	SE		N34°01.593 W118°06.525	CURB OPENING GRATING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
822	ARS & CPS	1968XX1	CITY	YORKTOWN	MADERO	SE	801 YORKTOWN	N34°01.595 W118°06.147	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
823	ARS & CPS	1968XX2	CITY	MADERO	YORKTOWN	NW	802 YORKTOWN	N34°01.603 W118°06.148	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
824	ARS & CPS	1968XX3	CITY	VERA CRUZ	SUFFOLK	SE	1100 VERA CRUZ	N34°01.706 W118°06.151	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
825	ARS & CPS	1968XX4	CITY	VERA CRUZ	SUFFOLK	NW	ACROSS FROM 1104 VERA CRUZ	N34°01.715 W118°06.161	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
826	ARS & CPS	1969005	CITY	BEVERLY	7TH	NW		N34°01.035 W118°06.309	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO

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	UNIT INSTALLED	CATCH BASIN ID	OWNED BY	STREET	NEAREST CROSS STREET	LOCATION OF CORNER	ADDRESS	GPS COORDINATES	TYPE OF CATCH BASIN	DAMAGE/REPAIR NOTES
827	ARS & CPS	1969006	CITY	MONTEBELLO	BEVERLY/VICTORIA	MID		N34°01.063 W118°06.345	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
828	ARS & CPS	1969009	CITY	MONTEBELLO	BEVERLY	NE		N34°01.047 W118°06.365	CURB OPENING GRATING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
829	ARS & CPS	1969010	CITY	MONTEBELLO	BEVERLY	NW		N34°01.055 W118°06.360	CURB OPENING GRATING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
830	ARS & CPS	1969011	CITY	MONTEBELLO	BEVERLY	NW		N34°01.068 W118°06.361	CURB OPENING GRATING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
831	ARS & CPS	1969012	CITY	MONTEBELLO	BEVERLY	NW		N34°01.076 W118°06.354	CURB OPENING GRATING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
832	ARS & CPS	1969013	CITY	BEVERLY	SPRUCE	SW		N34°01.047 W118°06.470	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
833	ARS & CPS	1969014	CITY	BEVERLY	SPRUCE	NW		N34°01.067 W118°06.461	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
834	ARS & CPS	1969015	CITY	BEVERLY	10TH	NW		N34°01.083 W118°06.574	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
835	ARS & CPS	1969016	CITY	VICTORIA	HOWARD	NW		N34°01.195 W118°06.597	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
836	ARS & CPS	1969017	CITY	HOWARD	VICTORIA	NW		N34°01.204 W118°06.579	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
837	ARS & CPS	1969019	CITY	BEVERLY	TAYLOR	NW		N34°01.119 W118°06.714	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
838	ARS & CPS	1969022	CITY	BEVERLY	MAPLE/TAYLOR	MID		N34°01.131 W118°06.806	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
839	ARS & CPS	1969033	CITY	VICTORIA	18TH	NE		N34°01.288 W118°07.023	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
840	ARS & CPS	1969034	CITY	VICTORIA	18TH	SE		N34°01.281 W118°07.023	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
841	ARS & CPS	1969104	CITY	BEVERLY	WILCOX	SW		N34°01.247 W118°07.386	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
842	ARS & CPS	1969106	CITY	MORRIS	BEVERLY	NE		N34°01.284 W118°07.480	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
843	ARS & CPS	1969108	CITY	VIA VAL VERDE	VIA ACOSTA	NE		N34°01.303 W118°07.547	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
844	ARS & CPS	1969109	CITY	VIA VAL VERDE	VIA LUCA	SE		N34°01.291 W118°07.545	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
845	ARS & CPS	1969110	CITY	VIA VAL VERDE	VIA LUCA	SW		N34°01.296 W118°07.556	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
846	ARS & CPS	1969112	CITY	VIA ACOSTA	VIA VAL VERDE	NW		N34°01.291 W118°07.562	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
847	ARS & CPS	1969113	CITY	BEVERLY	VIA ACOSTA	NE		N34°01.288 W118°07.578	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
848	ARS & CPS	1969327	CITY	6TH	CLEVELAND	NE		N34°00.697 W118°06.324	CURB OPENING GRATING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
849	ARS & CPS	1969328	CITY	6TH	CLEVELAND	NW		N34°00.696 W118°06.332	CURB OPENING GRATING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
850	ARS & CPS	1969330	CITY	MONTEBELLO	CLEVELAND/WHITTIER	MID		N34°00.675 W118°06.470	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
851	ARS & CPS	1969331	CITY	MONTEBELLO	CLEVELAND/WHITTIER	MID		N34°00.668 W118°06.442	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
852	ARS & CPS	1969333	CITY	MONTEBELLO	WHITTIER	NW		N34°00.625 W118°06.496	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
853	ARS & CPS	1969334	CITY	MONTEBELLO	WHITTIER	NE		N34°00.620 W118°06.478	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
854	ARS & CPS	1969335	CITY	WHITTIER	MONTEBELLO	NE		N34°00.602 W118°06.472	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
855	ARS & CPS	1969336	CITY	WHITTIER	MONTEBELLO	SE		N34°00.600 W118°06.492	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
856	ARS & CPS	1969337	CITY	WHITTIER	MONTEBELLO/6TH	MID	700 WHITTIER	N34°00.585 W118°06.432	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
857	ARS & CPS	1969338	CITY	7TH	WHITTIER	SW		N34°00.579 W118°06.430	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
858	ARS & CPS	1969340	CITY	WHITTIER	MONTEBELLO/6TH	MID		N34°00.581 W118°06.415	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
859	ARS & CPS	1969342	CITY	WHITTIER	7TH	NE		N34°00.582 W118°06.354	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
860	ARS & CPS	1969347	CITY	WHITTIER	6TH	SE		N34°00.410 W118°11.360	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO

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	UNIT INSTALLED	CATCH BASIN ID	OWNED BY	STREET	NEAREST CROSS STREET	LOCATION OF CORNER	ADDRESS	GPS COORDINATES	TYPE OF CATCH BASIN	DAMAGE/REPAIR NOTES
861	ARS & CPS	1969374	CITY	WHITTIER	PARK	NW		N34°00.713 W118°06.393	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
862	ARS & CPS	1969377	CITY	WHITTIER	PARK	SW		N34°00.696 W118°06.945	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
863	ARS & CPS	1969378	CITY	WHITTIER	PARK	SE		N34°00.689 W118°06.909	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
864	ARS & CPS	1969379	CITY	WHITTIER	PARK	NE		N34°00.699 W118°06.904	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
865	ARS & CPS	1969380	CITY	WHITTIER	TAYLOR	SE		N34°00.670 W118°06.832	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
866	ARS & CPS	1969382	CITY	WHITTIER	12TH	NE		N34°00.671 W118°06.749	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
867	ARS & CPS	1969385	CITY	TAYLOR	CLEVELAND	NW		N34°00.802 W118°06.813	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
868	ARS & CPS	1969405	CITY	WHITTIER	GREENWOOD	NE		N34°01.658 W118°06.699	CURB OPENING GRATING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
869	ARS & CPS	1969406	CITY	WHITTIER	10TH	NE		N34°00.641 W118°06.640	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
870	ARS & CPS	1969407	CITY	WHITTIER	10TH	SE		N34°00.630 W118°06.645	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
871	ARS & CPS	1969408	CITY	WHITTIER	SPRUCE	NE		N34°00.630 W118°06.575	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
872	ARS & CPS	1969409	CITY	COLEGROVE	MAPLE	SW		N34°00.433 W118°07.023	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
873	ARS & CPS	1969410	CITY	COLEGROVE	MAPLE	NW		N34°00.436 W118°07.020	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
874	ARS & CPS	1969411	CITY	PARK	COLEGROVE	NW		N34°00.442 W118°07.016	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
875	ARS & CPS	1969412	CITY	PARK	COLEGROVE	NE		N34°00.440 W118°07.688	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
876	ARS & CPS	1969413	CITY	COLEGROVE	PARK	NE		N34°00.434 W118°07.004	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
877	ARS & CPS	1969414	CITY	COLEGROVE	PARK	SE		N34°00.433 W118°07.011	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
878	ARS & CPS	1969415	CITY	MINES	VAIL/MAPLE	MID		N34°00.354 W118°07.245	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
879	ARS & CPS	1969416	CITY	VAIL	MINES	NE		N34°00.380 W118°07.318	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
880	ARS & CPS	1969417	CITY	VAIL	MINES	SW		N34°00.382 W118°07.332	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
881	ARS & CPS	1969418	CITY	VAIL	MINES	NW		N34°00.390 W118°07.325	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
882	ARS & CPS	1969419	CITY	GREENWOOD	MONTEBELLO	NE		N34°00.262 W118°06.832	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
883	ARS & CPS	1969437	CITY	LOS ANGELES	5TH	NW		N34°00.464 W118°06.344	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
884	ARS & CPS	1969444	CITY	CONCOURSE	VIA VAL VERDE	NW		N34°01.095 W118°07.564	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
885	ARS & CPS	1969447	CITY	CONCOURSE	MADISON	NE		N34°01.067 W118°07.547	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
886	ARS & CPS	1969453	CITY	BEVERLY	20TH	NW		N34°01.215 W118°07.238	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
887	ARS & CPS	1969455	CITY	LINCOLN	18TH	SE		N34°01.391 W118°06.993	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
888	ARS & CPS	1969456	CITY	LINCOLN	18TH	NE		N34°01.395 W118°06.993	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
889	ARS & CPS	1969479	CITY	MINES	VAIL/MAPLE	MID		N34°00.363 W118°07.245	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
890	ARS & CPS	1969484	CITY	BEVERLY	HAY	NE		N34°01.247 W118°07.819	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
891	ARS & CPS	1969488	CITY	WHITTIER	GREENWOOD	SW		N34°00.656 W118°06.763	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
892	ARS & CPS	1969489	CITY	WHITTIER	GREENWOOD	SE		N34°00.644 W118°06.708	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
893	ARS & CPS	1969490	CITY	WHITTIER	10TH	SW		N34°00.640 W118°06.697	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
894	ARS & CPS	1969491	CITY	WHITTIER	SPRUCE	SE		N34°00.615 W118°06.578	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO

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	UNIT INSTALLED	CATCH BASIN ID	OWNED BY	STREET	NEAREST CROSS STREET	LOCATION OF CORNER	ADDRESS	GPS COORDINATES	TYPE OF CATCH BASIN	DAMAGE/REPAIR NOTES
895	ARS & CPS	1969499	CITY	HAY	VIA LUNETO	NW		N34°01.298 W118°07.917	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
896	ARS & CPS	1969502	CITY	HAY	VIA LUNETO/GARFIELD	MID/E		N34°01.202 W118°07.889	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
897	ARS & CPS	1969383A	CITY	CLEVELAND	TAYLOR	NW		N34°00.797 W118°06.807	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
898	ARS & CPS	1969383B	CITY	TAYLOR	CLEVELAND	SW		N34°00.786 W118°06.799	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
899	ARS & CPS	1969404B	CITY	HOWARD	BEVERLY	NW		N34°01.302 W118°06.614		BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
900	ARS & CPS	1969409A	CITY	HOWARD	BEVERLY	NE		N34°01.098 W118°06.600	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
901	ARS & CPS	1969X10	CITY	VIA CAMILLE	CUL-DE-SAC E/O MAPLE	E/END	1326 VIA CAMILLE	N34°01.280 W118°06.715	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
902	ARS & CPS	1969X11	CITY	LINCOLN	HOWARD	NW	701 TEXCOCO ST	N34°01.309 W118°06.557	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
903	ARS & CPS	1969XX1	CITY	SOLANO	CUL-DE-SAC E/O ALDEA	E/END	1305 SOLANO	N34°01.215 W118°06.390	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
904	ARS & CPS	1969XX2	CITY	TEXCOCO	CUL-DE-SAC W/O HOWARD	S/END	705 TEXCOCO ST	N34°01.326 W118°06.326	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
905	ARS & CPS	1969XX3	CITY	ADELITA	LEXINGTON	SW	801 ADELITA	N34°01.355 W118°06.432	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
906	ARS & CPS	1969XX4	CITY	ROCKY HILL	LEXINGTON	NW	904 ROCK HILL	N34°01.320 W118°06.462	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
907	ARS & CPS	1969XX5	CITY	LEXINGTON	ROCKY HILL	NE	708	N34°01.318 W118°06.427	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
908	ARS & CPS	1969XX6	CITY	MICHAEL COLLINS	CUL-DE-SAC W/O MONTEBELLO	E/END	600 MICHAEL COLLINS	N34°01.472 W118°06.099	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
909	ARS & CPS	1969XX7	CITY	VICTORIA	MAPLE/TAYLOR	MID (S)	1327 VICTORIA	N34°01.221 W118°06.731	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
910	ARS & CPS	1969XX9	CITY	ON SITE W/O TAYLOR	LINCOLN/VICTORIA	MID BLOCK	1327 VIA CAMILLE (CURB SHOWS 1337)	N34°01.267 W118°06.716	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
911	ARS & CPS	1970009	CITY	BEACH	MONTEBELLO	NE		N33°59.883 W118°06.817	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
912	ARS & CPS	1970029	CITY	BEACH	5TH/4TH	MID		N34°59.809 W118°06.649	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
913	ARS & CPS	1970030	CITY	BEACH	5TH/4TH	MID		N33°59.806 W118°06.651	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
914	ARS & CPS	1970031	CITY	GREENWOOD	SAN MARINO	NE	620	N33°00.158 W118°06.888	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
915	ARS & CPS	1970033	CITY	GREENWOOD	N/O MINES	MEDIAN	BUS STOP	N34°00.247 W118°06.842	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
916	ARS & CPS	1970035	CITY	GREENWOOD	MINES	NE	570	N34°00.216 W118°06.855	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
917	ARS & CPS	1970036	CITY	GREENWOOD	MINES	NW		N34°00.216 W118°06.869	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
918	ARS & CPS	1970059	CITY	VAIL	BEACH/WASHINGTON	MID		N33°59.952 W118°07.570	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
919	ARS & CPS	1970060	CITY	VAIL	BEACH/WASHINGTON	MID		N33°59.954 W118°07.580	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
920	ARS & CPS	1970064	CITY	MAPLE	MINES/BEACH	MID		N34°00.249 W118°07.175	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
921	ARS & CPS	1970068	CITY	MAPLE	WASHINGTON	NW		N33°59.856 W118°07.410	CURB OPENING GRATING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
922	ARS & CPS	1970069	CITY	MAPLE	WASHINGTON	NW		N33°59.859 W118°07.404	CURB OPENING GRATING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
923	ARS & CPS	1970070	CITY	WASHINGTON	MAPLE	NE		N33°59.825 W118°07.411	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
924	ARS & CPS	1970071	CITY	MAPLE	WASHINGTON	NE		N33°59.867 W118°07.396	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
925	ARS & CPS	1970072	CITY	WASHINGTON	MAPLE/GREENWOOD	MID	1220	N33°59.764 W118°07.274	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
926	ARS & CPS	1970073	CITY	WASHINGTON	MAPLE/GREENWOOD	MID	1220	N33°59.770 W118°07.276	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
927	ARS & CPS	1970074	CITY	WASHINGTON	MAPLE/GREENWOOD	MID	GAS STATION	N33°59.811 W118°07.388	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
928	ARS & CPS	1970075	CITY	WASHINGTON	MAPLE/GREENWOOD	MID		N33°59.795 W118°07.353	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO

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	UNIT INSTALLED	CATCH BASIN ID	OWNED BY	STREET	NEAREST CROSS STREET	LOCATION OF CORNER	ADDRESS	GPS COORDINATES	TYPE OF CATCH BASIN	DAMAGE/REPAIR NOTES
929	ARS & CPS	1970094	CITY	MAPLE	MINES/BEACH	MID	TRAILER PARK	N34°00.245 W118°07.167	CURB OPENING GRATING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
930	ARS & CPS	1970127	CITY	DATE	MAPLE	SE	1429	N33°59.558 W118°07.550	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
931	ARS & CPS	1970128	CITY	DATE	MAPLE	NE		N33°59.571 W118°07.561	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
932	ARS & CPS	1970130	CITY	DATE	MAPLE	NE		N33°59.569 W118°07.555	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
933	ARS & CPS	1970135	CITY	MAPLE	DATE/WASHINGTON	MID		N33°59.603 W118°07.546	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
934	ARS & CPS	1970136	CITY	MAPLE	DATE/WASHINGTON	MID	1145	N33°59.604 W118°07.553	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
935	ARS & CPS	1970162	CITY	ALLIS	W/O CAROB END OF CUL-DE-SAC	EAST END	405	N33°59.238 W118°06.988	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
936	ARS & CPS	1970164	CITY	BLUFF	WASHINGTON	NE		N33°59.525 W118°06.691	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
937	ARS & CPS	1970172	CITY	WASHINGTON	MAPLE	SE		N33°59.818 W118°07.419	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
938	ARS & CPS	1970176	CITY	GREENWOOD	CARMENITA	NE	646	N34°00.108 W118°06.917	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
939	ARS & CPS	1970177	CITY	GREENWOOD	CARMENITA	NW		N34°00.115 W118°06.931	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
940	ARS & CPS	1970179	CITY	DATE	MAPLE	SW		N33°59.569 W118°07.981	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
941	ARS & CPS	1970181	CITY	PEERLESS	NORTH END OF CUL-DE-SAC	WEST	3579	N33°59.318 W118°07.504	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
942	ARS & CPS	1970183	CITY	GREENWOOD	SYCAMORE CONNECTOR	NW	1425	N33°59.172 W118°07.483	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
943	ARS & CPS	1970184	CITY	GREENWOOD	FRONTAGE RD ACROSS SYCAMORE CONNECTOR	CUL-DE-SAC		N33°59.162 W118°07.476	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
944	ARS & CPS	1970185	CITY	SYCAMORE	GREENWOOD	NW		N33°59.162 W118°07.495	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
945	ARS & CPS	1970186	CITY	SYCAMORE	GREENWOOD	SW		N33°59.158 W118°07.505	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
946	ARS & CPS	1970188	CITY	GREENWOOD	SYCAMORE	NE		N33°59.164 W118°07.474	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
947	ARS & CPS	1970189	CITY	GREENWOOD	BNSF RR	SE		N33°59.183 W118°07.518	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
948	ARS & CPS	1970203	CITY	MONTEBELLO	HUGHES	EAST END	656	N34°00.000 W118°07.741	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
949	ARS & CPS	1970208	CITY	MAPLE	BEACH/WASHINGTON	MID		N33°59.875 W118°07.397	CURB OPENING GRATING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
950	ARS & CPS	1970209	CITY	PEERLESS	SYCAMORE	NW		N33°59.131 W118°07.611	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
951	ARS & CPS	1970210	CITY	PEERLESS	SYCAMORE	NE		N33°59.130 W118°07.600	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
952	ARS & CPS	1970211	CITY	SYCAMORE	SPRUCE/MONTEBELLO	MID	NORTH SIDE	N33°59.035 W118°07.358	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
953	ARS & CPS	1971112	CITY	BLUFF	SLAUSON	NE		N33°58.550 W118°07.202	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
954	ARS & CPS	1971115	CITY	UNION	GAGE	SE		N33°58.754 W118°07.365	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
955	ARS & CPS	1971116	CITY	UNION	GAGE	NE		N33°58.750 W118°07.351	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
956	ARS & CPS	1971117	CITY	UNION	GAGE	NW		N33°58.755 W118°07.371	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
957	ARS & CPS	1971118	CITY	UNION	GAGE	NW		N33°58.763 W118°07.383	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
958	ARS & CPS	1971119	CITY	GREENWOOD	TELEGRAPH	NE	GAS STATION	N33°58.796 W118°07.689	CURB OPENING	NEED TO PAINT NPDES LOGO
959	ARS & CPS	1971120	CITY	GREENWOOD	TELEGRAPH	NW	ARROW TRUCKS	N33°58.810 W118°07.691	CURB OPENING	NEED TO PAINT NPDES LOGO
960	ARS & CPS	1971123	CITY	GREENWOOD	UNION	NE		N33°58.886 W118°07.635	CURB OPENING	NEED TO PAINT NPDES LOGO
961	ARS & CPS	1971124	CITY	GREENWOOD	SYCAMORE/TELEGRAPH	MID	1625	N33°58.902 W118°07.643	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
962	ARS & CPS	1971126	CITY	GREENWOOD	FRONTAGE RD N/O UNION	MID		N33°98.493 W118°12.522	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
963	ARS & CPS	1971151	CITY	SYCAMORE	4TH/BIRCH	MID		N33°58.953 W118°07.116	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
964	ARS & CPS	2021009	CITY	LOS AMIGOS	ADOBE	SW	961 ADOBE	N34°01.501 W118°05.165	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO

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965	ARS & CPS	2021010	CITY	LOS AMIGOS	ADOBE	NW	556 LOS AMIGOS	N34°01.505 W118°05.163	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
966	ARS & CPS	2021042	CITY	PARAMOUNT	ARROYO	SE	101 ARROYO	N34°02.472 W118°05.515	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
967	ARS & CPS	2021043	CITY	FIRVALE	ARROYO	SW	121 ARROYO	N34°02.442 W118°05.487	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
968	ARS & CPS	2021044	CITY	FIRVALE	ARROYO	SER	131 ARROYO	N34°02.436 W118°05.485	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
969	ARS & CPS	2021045	CITY	HANGING ROCK	ARROYO	SW	163 ARROYO	N34°02.376 W118°05.417	CURB OPENING	NEED TO PAINT NPDES LOGO
970	ARS & CPS	2021046	CITY	ARROYO	HANGING ROCK	SW	159 ARROYO	N34°02.388 W118°05.042	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
971	ARS & CPS	2021055	CITY	ARROYO	POTRERO GRANDE	SE	ADJACENT TO 1300 ARROYO	N34°02.682 W118°06.002	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
972	ARS & CPS	2021056	CITY	ARROYO	POTRERO GRANDE	EAST	ADJACENT TO 1300 ARROYO	N34°02.679 W118°09.989	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
973	ARS & CPS	2021057	CITY	ARROYO	POTRERO GRANDE	EAST	ADJACENT TO 1300 ARROYO	N34°02.681 W118°05.980	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
974	ARS & CPS	2021058	CITY	ARROYO	POTRERO GRANDE/CENTURION	MID	ADJACENT TO 7831 ARROYO	N34°02.686 W118°05.869	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
975	ARS & CPS	2021063	CITY	ARROYO	CENTURION	EAST	ADJACENT FROM 7939 ARROYO	N34°02.663 W118°05.788	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
976	ARS & CPS	2021065	CITY	ARROYO	ASTRA	WEST	ADJACENT TO 1205 ASTRA	N34°02.621 W118°05.738	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
977	ARS & CPS	2021068	CITY	ARROYO	JERSEYDALE	SW	1639 JERSEYDALE	N34°02.352 W118°05.326	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
978	ARS & CPS	2021069	CITY	ELLINGBROOK	EAST END OF CUL-DE-SAC	NORTH	532 ELLINGBROOK	N34°02.311 W118°05.140	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
979	ARS & CPS	2021071	CITY	JERSEYDALE	ARROYO	SW	1639 JERSEYDALE	N34°02.347 W118°05.370	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
980	ARS & CPS	2021073	CITY	LOS AMIGOS	HIBISCUS	NE	400 LOS AMIGOS	N34°01.573 W118°05.519	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
981	ARS & CPS	2021074	CITY	MONTEBELLO	SOUTH PLAZA ENTRANCE	NW	BY KAISER PERMANENTE MEDICAL CENTER	N34°02.106 W118°05.271	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
982	ARS & CPS	2021076	CITY	MONTEBELLO	PLAZA	MID	ADJACENT TO MONTEBELLO MALL	N34°02.079 W118°05.229	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
983	ARS & CPS	2021077	CITY	MONTEBELLO	PLAZA	MID	SOUTH OF MONTEBELLO MALL	N34°02.061 W118°05.116	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
984	ARS & CPS	2021078	CITY	MONTEBELLO	PLAZA	MID	SOUTH OF MONTEBELLO MALL	N34°02.269 W118°05.043	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
985	ARS & CPS	2021079	CITY	MONTEBELLO	PLAZA	MID	SOUTH OF MONTEBELLO MALL	N34°02.051 W118°05.041	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
986	ARS & CPS	2021081	CITY	MONTEBELLO	IN SOUTH PARKING LOT	ON-SITE	WEST OF PLAZA	N34°02.078 W118°04.923	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
987	ARS & CPS	2021082	CITY	MONTEBELLO	PLAZA	NW	SOUTH END OF MONTEBELLO MALL	N34°02.064 W118°04.901	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
988	ARS & CPS	2021083	CITY	PLAZA	MONTEBELLO	SE	WEST OF PLAZA	N34°02.054 W118°04.868	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
989	ARS & CPS	2021084	CITY	PLAZA	MONTEBELLO/SAN GABRIEL	MID	CANNOT VERIFY ADDRESS	N34°01.972 W118°04.698	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
990	ARS & CPS	2021085	CITY	PLAZA	MONTEBELLO/SAN GABRIEL	MID	CANNOT VERIFY ADDRESS	N34°01.970 W118°04.695	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
991	ARS & CPS	2021086	CITY	PLAZA	SAN GABRIEL	NW	CANNOT VERIFY ADDRESS	N34°02.014 W118°04.565	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
992	ARS & CPS	2021087	CITY	PLAZA	SAN GABRIEL	SW	CANNOT VERIFY ADDRESS	N34°02.001 W118°04.559	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
993	ARS & CPS	2021093	CITY	NEIL ARMSTRONG	ARROYO	SE	CANNOT VERIFY ADDRESS	N34°02.558 W118°05.675	CURB OPENING GRATING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
994	ARS & CPS	2021094	CITY	NEIL ARMSTRONG	ARROYO	SE	CANNOT VERIFY ADDRESS	N34°02.557 W118°05.678	CURB OPENING GRATING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
995	ARS & CPS	2021XX2	CITY	LIBERTY	MONTEBELLO	NW	1200 RIO BLANCO (SOUTH SIDE)	N34°01.798 W118°06.070	CURB OPENING	NEED TO PAINT NPDES LOGO
996	ARS & CPS	2021XX3	CITY	MONTEBELLO BLVD	LIBERTY	NW	1200 RIO BLANCO (BACK OF HOUSE, EAST SIDE)	N34°001.797 W118°06.072	CURB OPENING	NEED TO PAINT NPDES LOGO
997	ARS & CPS	2021XX4	CITY	MONTEBELLO BLVD	LIBERTY/PARAMOUNT BL	MID (N)	NONE AVAIL.	N34°01.828 W118°06.019	CURB OPENING	NEED TO PAINT NPDES LOGO
998	ARS & CPS	2021XX5	CITY	MONTEBELLO BLVD	LIBERTY/PARAMOUNT BL	MID (N)	IN FRONT OF TOYS R US MALL	N34°01.948 W118°05.715	CURB OPENING	NEED TO PAINT NPDES LOGO
999	ARS & CPS	2021XX6	CITY	MONTEBELLO BLVD	LIBERTY/PARAMOUNT BL	MID (W)	IN FRONT OF CARL'S JR	N34°02.975 W118°05.576	CURB OPENING	NEED TO PAINT NPDES LOGO
1000	ARS & CPS	2021XX8	CITY	MONTEBELLO BLVD	PARAMOUNT BL	SE (SOUTH BASIN)	ACROSS FROM CHEVRON (S/E)	N34°02.038 W118°05.442	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1001	ARS & CPS	2022005	CITY	SANCHEZ	AVENIDA DE LA MERCED	NE	900 AVENIDA DE LA MERCED	N34°01.420 W118°05.405	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1002	ARS & CPS	2022029	CITY	AVENIDA DE LA MERCED	4TH	NW	901 4TH	N34°01.377 W118°06.010	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1003	ARS & CPS	2022030	CITY	AVENIDA DE LA MERCED	4TH	SW	401 AVENIDA DE LA MERCED	N34°01.365 W118°06.009	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO

City of Montebello Catch Basin Inventory and Inspection Report

	UNIT INSTALLED	CATCH BASIN ID	OWNED BY	STREET	NEAREST CROSS STREET	LOCATION OF CORNER	ADDRESS	GPS COORDINATES	TYPE OF CATCH BASIN	DAMAGE/REPAIR NOTES
1004	ARS & CPS	2022073	CITY	RANCHO	BARTOLO	NW	729 BARTOLO	N34°01.225 W118°05.318	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1005	ARS & CPS	2022074	CITY	RANCHO	BARTOLO	SW	721 BARTOLO	N34°01.218 W118°05.322	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1006	ARS & CPS	2022075	CITY	RANCHO	SAN ANGELO	NW	729 SAN ANGELO	N34°01.198 W118°05.276	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1007	ARS & CPS	2022076	CITY	RANCHO	SAN ANGELO	SW	721 SAN ANGELO	N34°01.194 W118°05.282	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1008	ARS & CPS	2022077	CITY	RANCHO	AGAJANIAN WAY	NW	725 AGAJANIAN	N34°01.166 W118°05.241	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1009	ARS & CPS	2022078	CITY	RANCHO	AGAJANIAN WAY	SW	813 RANCHO	N34°01.159 W118°05.248	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1010	ARS & CPS	2022081	CITY	RIO DEL SOL	RANCHO	SE	736 RIO DEL SOL	N34°01.130 W118°05.209	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1011	ARS & CPS	2022082	CITY	RIO DEL SOL	RANCHO	SW	728 RIO DEL SOL	N34°01.115 W118°05.228	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1012	ARS & CPS	2022088	CITY	POPLAR	BEVERLY	NE	200 E BEVERLY	N34°00.930 W118°05.848	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1013	ARS & CPS	2022089	CITY	POPLAR	BEVERLY	NW	116 BEVERLY	N34°00.932 W118°05.852	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1014	ARS & CPS	2022090	CITY	BEVERLY	POPLAR	SW	101 BEVERLY	N34°00.921 W118°05.868	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1015	ARS & CPS	2022092	CITY	POPLAR	BEVERLY	SE	201 BEVERLY	N34°00.915 W118°05.854	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1016	ARS & CPS	2022093	CITY	BEVERLY	2ND	NE	120 BEVERLY	N34°00.956 W118°05.968	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1017	ARS & CPS	2022095	CITY	BEVERLY	3RD	NE	224 BEVERLY	N34°00.971 W118°06.033	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1018	ARS & CPS	2022097	CITY	BEVERLY	3RD	NW	OPEN FIELD	N34°00.972 W118°06.063	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1019	ARS & CPS	2022099	CITY	4TH	HARDING	NE	AT BEVERLY HOSPITAL	N34°00.877 W118°06.132	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1020	ARS & CPS	2022100	CITY	HARDING	4TH	NE	AT BEVERLY HOSPITAL	N34°00.872 W118°06.128	CURB OPENING GRATING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1021	ARS & CPS	2022102	CITY	MADISON	3RD	NW	301 3RD	N34°00.761 W118°06.115	CURB OPENING GRATING	PAINT NPDES LOGO
1022	ARS & CPS	2022213	CITY	REA	BEVERLY/LINCOLN	MID	ACROSS FROM GRANT REA PARK	N34°00.983 W118°05.511	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1023	ARS & CPS	2022214	CITY	REA	BEVERLY/LINCOLN	MID	IN FRONT OF GRANT REA PARK	N34°00.981 W118°05.501	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1024	ARS & CPS	2022215	CITY	E/O REA	IN GRANT REA PARK	ON-SITE	IN GRANT REA PARK PARKING LOT	N34°00.971 W118°05.492	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1025	ARS & CPS	2022218	CITY	CLEVELAND	3RD	SE	144 3RD	N34°00.639 W118°06.133	CURB OPENING GRATING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1026	ARS & CPS	2022219	CITY	CLEVELAND	2ND	SE	121 CLEVELAND	N34°00.626 W118°06.070	CURB OPENING GRATING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1027	ARS & CPS	2022221	CITY	WHITTIER	BLUFF/RIO HONDO RIVER	NID	100 NATASHA	N34°00.469 W118°05.949	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1028	ARS & CPS	2022222	CITY	WHITTIER	BLUFF/RIO HONDO RIVER	NID	140 WHITTIER	N34°00.485 W118°05.953	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1029	ARS & CPS	2022223	CITY	HARDING	4TH	SE	354 4TH	N34°00.861 W118°06.129	CURB OPENING GRATING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1030	ARS & CPS	2022250	CITY	RIO DEL SOL	RANCHO	NW	825 RANCHO	N34°01.118 W118°05.234	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1031	ARS & CPS	2022251	CITY	RIO DEL SOL	RANCHO	NE	737 RIO DEL SOL	N34°01.134 W118°05.212	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1032	ARS & CPS	2022XX1	CITY	4TH	AVENIDA DE LA MERCED	NE	320 AVENIDA DE LA MERCED	N34°01.352 W118°05.978	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1033	ARS & CPS	3-034	City	Montebello Blvd	Whittier/Los Angeles	MID (E)	across from 123 - Montebello SD	N34°00.559 W118°06.496	Curb opening	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1034	ARS & CPS	4-001	City	Montebello Blvd	Cleveland	SE	140 N. Montebello (north end of property)	N34°00.707 W118°06.438	Curb opening	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1035	ARS & CPS	4-006	City	6th Str	Whittier	SW	601 Whittier	N34°00.570 W118°06.365	Curb opening	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1036	ARS & CPS	4-007	City	6th Str	Whittier	SE	525 Whittier	N34°00.560 W118°06.385	Curb opening	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1037	ARS & CPS	4-008	City	Whittier Blvd	5th Str	NW	500 Whittier	N34°00.568 W118°06.303	Curb opening	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1038	ARS & CPS	4-009	City	Whittier Blvd	5th Str	NE	424 Whittier	N34°00.575 W118°06.235	Curb opening	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1039	ARS & CPS	4-010	City	Whittier Blvd	5th Str	NE	424 Whittier	N34°00.570 W118°06.291	Curb opening	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1040	ARS & CPS	4-011	City	Whittier Blvd	5th Str	SE	417 Whittier	N34°00.558 W118°06.290	Curb opening	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1041	ARS & CPS	4-012	City	Bluff	S/O UPRR	W/side	315 Bluff	N34°00.280 W118°06.192	Curb opening	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO

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	UNIT INSTALLED	CATCH BASIN ID	OWNED BY	STREET	NEAREST CROSS STREET	LOCATION OF CORNER	ADDRESS	GPS COORDINATES	TYPE OF CATCH BASIN	DAMAGE/REPAIR NOTES
1042	ARS & CPS	4-014	City	Given	Bluff	NW	104 Given (east end)	N34°00.267 W118°06.204	Curb opening	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1043	ARS & CPS	5-008	City	Hendericks	Beverly	NW	3304 Beverly	N34°01.460 W118°08.338	Curb opening	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1044	ARS & CPS	5-009	City	Beverly	Hendericks	NW	3304 Beverly	N34°01.455 W118°08.352	Curb opening	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1045	ARS & CPS	5-010	City	Hendericks	Beverly	NE	3216 Beverly	N°34.01.457 W118°08.330	Curb opening	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1046	ARS & CPS	5-012	City	Beverly	Via Altamira	NW	510 Via Altamira	N34°00.335 W118°08.001	Curb opening	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1047	ARS & CPS	5-013	City	Beverly	Via Altamira	NE	across street from 501 Via Altamira	N34°01.316 W118°07.981	Curb opening	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1048	ARS & CPS	5-014	City	Beverly	Hay	NW	2600 Beverly	N34°01.265 W118°07.829	Curb opening	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1049	ARS & CPS	5-028	City	Wilcox	Via Camp/Via Paseo	MID (W)	867 Wilcox	N34°01.912 W118°07.512	Curb opening	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1050	ARS & CPS	5-029	City	Wilcox	Via Camp/Via Paseo	MID (W)	863 Wilcox	N34°01.905 W118°07.512	Curb opening	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1051	ARS & CPS	5-030	City	Wilcox	Via Camp/Via Paseo	MID (W)	861 Wilcox	N34°01.903 W118°07.510	Curb opening	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1052	ARS & CPS	5-031	City	Wilcox	Via Camp/Via Paseo	MID (E)	867 across street (S&F)	N34°01.914 W118°07.492	Curb opening	BENT ARS AND NEED TO PAINT NPDES LOGO
1053	ARS & CPS	5-032	City	Wilcox	Via Camp/Via Paseo	MID (E)	867 Wilcox (across street (S&F)	N34°01.911 W118°07.494	Curb opening	BENT ARS AND NEED TO PAINT NPDES LOGO
1054	ARS & CPS	5-033	City	Wilcox	Via Camp/Via Paseo	MID (E)	across street from 863 (S&F)	N34°01.910 W118°07.497	Curb opening	BENT ARS AND NEED TO PAINT NPDES LOGO
1055	ARS & CPS	5-034	City	Westmoreland	Coffman	NE	864 Coffman	N34°01.688 W118°07.135	Curb opening	BENT ARS AND NEED TO PAINT NPDES LOGO
1056	ARS & CPS	5-035	City	Westmoreland	Malone	NE	848 Malone	N34°01.658 W118°07.175	Curb opening	BENT ARS AND NEED TO PAINT NPDES LOGO
1057	ARS & CPS	5-036	City	Westmoreland	21st St	NE	836 21st St	N34°01.626 W118°07.218	Curb opening	BENT ARS AND NEED TO PAINT NPDES LOGO
1058	ARS & CPS	5-037	City	Merle	Westmoreland	NE	800 Westmoreland south side	N34°01.544 W118°07.273	Curb opening	BENT ARS AND NEED TO PAINT NPDES LOGO
1059	ARS & CPS	5-038	City	Westmoreland	Wilcox	NW	804 Westmoreland across street	N34°01.560 W118°07.278	Curb opening	BENT ARS AND NEED TO PAINT NPDES LOGO
1060	ARS & CPS	5-039	City	Wilcox	Westmoreland	NW	800 Westmoreland across street	N34°01.554 W118°07.279	Curb opening	BENT ARS AND NEED TO PAINT NPDES LOGO
1061	ARS & CPS	6-001	City	Westmoreland	Gardner	NE	888 Gardner (west side)	N34°01.718 W118°07.102	Curb opening	BENT ARS AND NEED TO PAINT NPDES LOGO
1062	ARS & CPS	6-002	City	Westmoreland	Vail	NE	890 Vail (west side)	N34°01.743 W118°07.062	Curb opening	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1063	ARS & CPS	6-016	City	Vail	Germain	NW	1720 Germain (east side)	N34°01.482 W118°06.990	Curb opening	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1064	ARS & CPS	6-017	City	Vail	Germain	NE	800 Vail	N34°01.484 W118°06.983	Curb opening	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1065	ARS & CPS	6-018	City	Germain	Vail	NE	800 Vail (south side)	N34°01.483 W118°06.969	Curb opening	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1066	ARS & CPS	6-019	City	Perry	Germain	NE	804 Perry	N34°01.503 W118°06.927	Curb opening	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1067	ARS & CPS	6-027	City	Germain	Perry	NE	804 Perry (south side)	N34°01.496 W118°06.923	Curb opening	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1068	ARS & CPS	6-028	City	Germain	Vail	SE	1713 Germain	N34°01.477 W118°06.968	Curb opening	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1069	ARS & CPS	6-031	City	El Camino	Aldea	NW	1700 El Camino	N34°01.414 W118°06.891	curb opening	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1070	ARS & CPS	6-032	City	Aldea	El Camino	NE	1618 El Camino (west side)	N34°01.424 W118°06.881	Curb opening grating	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1071	ARS & CPS	6-034	City	Aldea	El Camino	SE	1613 El Camino	N34°01.412 W118°06.868	Curb opening	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1072	ARS & CPS	6-035	City	Aldea	Maple	SW	1505 Aldea	N34°01.377 W118°06.805	Curb opening	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1073	ARS & CPS	6-036	City	Aldea	Maple	NW	1505 Aldea	N34°01.384 W118°06.796	Curb opening	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1074	ARS & CPS	6-037	City	Aldea	Maple	NE	1415 Aldea	N34°01.380 W118°06.783	Curb opening	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1075	ARS & CPS	6-038	City	Aldea	Maple	SE	1415 Aldea	N34°01.375 W118°06.785	Curb opening	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1076	ARS & CPS	6-039	City	Lincoln	Maple	NE	Behind 1415 Aldea	N34°01.355 W118°06.787	Curb opening	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1077	ARS & CPS	6-042	City	Vail	Harding	NE	401 Vail - across street	N34°01.077 W118°07.050	Curb opening	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1078	ARS & CPS	6-053	City	Harding	10th Str	NE	400 10th St	N34°00.978 W118°06.544	Curb opening	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1079	ARS & CPS	6-054	City	10th Str	Harding	NW	410 10th St	N34°00.958 W118°06.552	Curb opening	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1080	ARS & CPS	6-075	City	Taylor	Lincoln/Aldea	MID (W)	712 TAYLOR (ACROSS STREET (NORTH BASIN)	N34°01.368 W118°06.613	CURB OPENING W/GRATING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1081	ARS & CPS	6-076	City	Taylor	Lincoln/Aldea	MID (E)	712 TAYLOR (NORTH BASIN)	N34°01.362 W118°06.605	CURB OPENING W/GRATING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO

CITY OF MONTEBELLO

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	UNIT INSTALLED	CATCH BASIN ID	OWNED BY	STREET	NEAREST CROSS STREET	LOCATION OF CORNER	ADDRESS	GPS COORDINATES	TYPE OF CATCH BASIN	DAMAGE/REPAIR NOTES
1082	ARS & CPS	6-079	City	Howard	Lincoln/Sandy Hook	MID (W)	791 TEXCOCO ST (ON HOWARD)	N34°01.373 W118°06.545	CURB OPENING W/GRATING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1083	ARS & CPS	6-082	City	Juarez	Sandy Hook	NE	800 JUAREZ	N34°01.377 W118°06.503	CURB OPENING W/GRATING	BENT ARS, DIRTY INSIDE, VEGETATION AND NEED TO PAINT NPDES LOGO
1084	ARS & CPS	6-085	City	Rocky Hill	Lexington	SW	909 ROCK HILL	N34°01.307 W118°06.467	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1085	ARS & CPS	6-107	City	Liberty	Villa/Rio Blanco	MID (N)	808 LIBERTY	N34°01.816 W118°06.117	CURB OPENING W/GRATING	NEED TO PAINT NPDES LOGO
1086	ARS & CPS	6-115	City	Montebello Blvd	Liberty	SE	NONE AVAIL.	N34°01.767 W118°06.077	CURB OPENING W/GRATING	NEED TO PAINT NPDES LOGO
1087	ARS & CPS	6-116	City	Montebello Blvd	Liberty/Paramount Bl	MID (E)	NONE AVAIL.	N34°01.808 W118°06.016	CURB OPENING W/GRATING	NEED TO PAINT NPDES LOGO
1088	ARS & CPS	6-120	City	Montebello Blvd	Liberty/Paramount Bl	MID (S)	ACROSS FROM CARL'S JR	N34°09.967 W118°05.548	CURB OPENING W/GRATING	NEED TO PAINT NPDES LOGO
1089	ARS & CPS	6-124	City	Marek	4th Str	NE	320 MAREK	N34°01.447 W118°06.030	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1090	ARS & CPS	6-147	City	RAYMOND	E OAKMONT DR	NE	764 RAYMOND, SOUTH OF	N34°01.310 W118°05.494	CURB OPENING	DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1091	ARS & CPS	6-148	City	Orcutt	Espelette	SW	721 ESPELETTE	N34°01.258 W118°05.390	CURB OPENING	DIRTY INSIDE AND NEED TO PAINT NPDES LOGO
1092	ARS & CPS	6-188	City	Beverly	Wilber/Poplar	MID (S)	217 BEVERLY	N34°00.911 W118°05.800	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1093	ARS & CPS	6-189	City	Beverly	Wilber/Poplar	MID (N)	217 BEVERLY ACROSS STREET	N34°00.922 W118°05.796	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1094	ARS & CPS	6-191	City	Beverly	Wilber/Bradley	MID (N)	256 BEVERLY	N34°01.452 W118°09.395	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO
1095	ARS & CPS	6-195	City	Montebello Blvd	Paramount Bl/San Gabriel	MID (E)	ACROSS STREET FROM CHEVRON (100' NORTH)	N34°02.068 W118°05.393	CURB OPENING	BENT ARS, DIRTY INSIDE, AND NEED TO PAINT NPDES LOGO

Catch Basin Breakdown

124	ARS
755	ARS & CPS
169	CPS
47	NONE
1095	Total

Catch Basins Needing Full Capture Devices

	ARS	NONE	Total for Retrofit
City Owned	40	27	67
County Owned	84	20	104
			171

County Owned: 630
City Owned: 465

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 9
75 Hawthorne Street
San Francisco, California 94105

IN THE MATTER OF:	)	DOCKET NO. CWA-09-2022-0048
	)	
The City of Montebello	)	
	)	**ADMINISTRATIVE ORDER ON CONSENT**
	)	
Respondent.	)	
	)	*Proceeding under Section 309(a) of the Clean Water Act, 33 U.S.C. § 1319(a)*
	)	
	)	

ADMINISTRATIVE ORDER ON CONSENT

I. INTRODUCTION

1. This Administrative Order on Consent (AOC) is entered into voluntarily by the United States Environmental Protection Agency (EPA) and Respondent City of Montebello (Respondent).

2. EPA and Respondent recognize that this AOC was negotiated in good faith.

3. EPA and Respondent recognize that Respondent's participation in this AOC does not constitute an admission of liability by Respondent. Respondent neither admits nor denies the Findings of Fact and Determinations of Law set forth below, except to the extent that those allegations provide the EPA with a jurisdictional basis to enforce this AOC.

II. STATUTORY AUTHORITY

4. Clean Water Act section 309(a) (CWA), 33 U.S.C. § 1319(a), provides that, whenever the U.S. Environmental Protection Agency (EPA) finds that any person is in violation of any condition or limitation which implements, *inter alia*, sections 301(a) and 402, 33 U.S.C. §§ 1311(a) and 1342, the EPA may issue an order requiring such person to comply with such condition or limitation, and shall specify a time for compliance that the EPA determines to be reasonable.

5. The following Findings of Fact and Determinations of Law are made and this Administrative Order on Consent (AOC) is issued pursuant to the authority vested in the EPA by section 309(a) of the CWA, 33 U.S.C. § 1319(a), as amended. This authority has been delegated to the Regional Administrator of the EPA, Region 9, and further delegated by the Regional Administrator to the Director of the Enforcement and Compliance Assurance Division of the EPA, Region 9.

III. STATUTORY AND REGULATORY FRAMEWORK

6. CWA section 301(a), 33 U.S.C. § 1311(a), makes it unlawful for a person to discharge pollutants from a point source into waters of the United States, except as authorized by a National Pollutant Discharge Elimination System (NPDES) permit issued pursuant to CWA section 402, 33 U.S.C. § 1342.

7. CWA section 402, 33 U.S.C. § 1342, establishes the NPDES program and authorizes the EPA and authorized states to issue permits governing the discharge of pollutants from point sources into waters of the United States. Pursuant to CWA section 402(b), California is authorized to implement the NPDES program for waters within its jurisdiction pursuant to 33 U.S.C. 1342(a) and NPDES permits are issued by the State Water Resources Control Board or one of nine Regional Water Quality Control Boards. Cal. Water Code §13377.

8. CWA section 402(p), 33 U.S.C. § 1342(p) requires that NPDES permits be issued for stormwater discharges from municipal separate storm sewer systems (MS4s).

9. An MS4 is defined as "a conveyance or a system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) owned or operated by a State, city, town, borough...or other public body…." 40 C.F.R. 122.26(b)(8).

10. The CWA defines "discharge of a pollutant" as "any addition of any pollutant to navigable waters from any point source" 33 U.S.C. §1362(12).

11. A "point source" is defined as 'any discernible, confined and discrete conveyance, including but not limited to, any pipe, ditch channel…from which pollutants are or may be discharged." 33 U.S.C. § 1362(14).

12. A "pollutant" is defined as dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt and industrial, municipal, and agricultural waste discharged into water. CWA section 502(6).

13. Discharges from Respondent's MS4 are regulated by the Los Angeles County MS4 Permit.

14. The current MS4 Permit, Order R4-2021-0105 went into effect on September 11, 2021 (hereinafter 2021 Permit). The 2021 Permit modifies R4-2012-0175 (as amended by State Water Board Order WQ 2015- 2012) (hereinafter 2012 Permit) which was in effect from 2013 until the 2021 Permit took effect.

IV. FINDINGS OF FACT AND DETERMINATIONS OF LAW

15. Respondent, City of Montebello (Respondent, or City), is a municipality as defined by CWA section 502(4), 33 U.S.C. § 1362(4), and thus a person within the meaning of CWA section 502(5), 33 U.S.C. § 1362(5).

16. At all times relevant to this action, Respondent owned and/or operated an MS4, including its storm drains and catch basins, pursuant to the definition in 40 C.F.R. § 122.26(b)(8).

17. The City's storm drain outlet pipes are part of the City's MS4 and are "point sources" within the meaning of CWA § 502(14), 33 U.S.C. § 1362(14).

18. Stormwater discharges from the City's MS4 include trash. The State Water Resources Control Board (SWRCB) adopted the Trash Amendments or Trash Policy (also known as amendments to the Water Quality Control Plan for the Ocean Waters of California and Part 1 Trash Provisions of the Water Quality Control Plan for Inland Surface Waters, Enclosed Bays, and Estuaries of California). The SWRCB defines trash as "all improperly discarded solid material from any production, manufacturing, or processing operation including, but not limited to, products, product packaging, or containers constructed of plastic, steel, aluminum, glass, paper or other synthetic or natural materials. This definition includes smaller trash, such as preproduction plastics and other materials. Therefore, the stormwater discharges contain "pollutants," as defined by CWA § 502(6), 33 U.S.C. § 1362(6).

19. The City's MS4 discharges into the Rio Hondo River, a tributary to the Los Angeles River, which flows to the Pacific Ocean. The Rio Hondo River, the Los Angeles River, and the Pacific Ocean are "Waters of the United States" within the meaning of CWA § 502(7), 33 U.S.C. § 1362(7) and implementing regulations.

20. Respondent's discharge of pollutants in stormwater into waters of the United States constitutes a "discharge of pollutants" within the meaning of CWA § 502(12), 33 U.S.C. § 1362(12).

21. Respondent was subject to the terms and conditions of the 2012 LA MS4 permit until the effective date of the 2021 permit and is now subject to the 2021 Permit.

22. The 2012 MS4 Permit required Permittees "to comply with the TMDL provisions in Part IV.E and Attachments L through R, which are consistent with the assumptions and requirements of the TMDL waste load allocations assigned to discharges from the Los Angeles County MS4." (See Part II.K.1)

23. Waste load allocations (WLAs) for trash are expressed as progressively decreasing allowable amounts of trash discharges from a Permittee's jurisdictional area within the drainage area to the impaired water body. The Trash TMDLs require each Permittee to make annual reductions of its discharge of trash over a set period, until the numeric target of zero trash discharged from the MS4 is achieved. The Trash TMDLs specify a specific formula for calculating and allocating annual reductions in trash discharges from each jurisdictional area within a watershed. The formula results in specified annual amounts of trash that may be discharged from each jurisdiction into the receiving waters. (See Part II.K.1)

24. The provisions of Part VI.E implement and are consistent with assumptions and requirements of all WLAs established in TMDLs for which some or all of the Permittees in this Order are responsible.

25. Part VI.E.5 of the 2012 LA MS4 requires Permittees that are assigned a Waste Load Allocation (WLA) in a trash total maximum daily load (TMDL) to comply with interim and final water quality-based effluent limitations for trash.

26. The Permittees subject to each TMDL are identified in Attachment K. Attachment K Table K-5 identifies Montebello as being part of the Lost Angeles River Watershed Trash TMDL.

27. The Respondent is subject to effluent limitation requirements for the Los Angeles River trash TMDL contained in Attachment O of the 2012 LA MS4 Permit which requires 0% of trash discharged by 2016.

28. Part III.A of the 2021 LA MS4 Permit states that non-stormwater discharges are prohibited. "Each Permittee shall, for the portion of the MS4 for which it is an owner or operator, prohibit non-stormwater discharges through the MS4 to receiving waters."

29. Part III.B of the 2021 Permit states that "the discharge of trash to surface waters of the State or the deposition of trash where it may be discharged into surface waters of the State is prohibited. Each Permittee shall comply with the appropriate Trash WQBELs as specified in Part IV.B.3 of this order."

30. A Permittee is in compliance with interim WQBELS and receiving water limitations associated with a TMDL if the Permittee is implementing the requirements, including compliance schedules, outlined in part IV.B and Attachments K though S of this order applicable to the water body-pollutant combination(s) addressed by that TMDL. (See Part X.B.a.i)

31. Part IV.B.3.a states that the interim and final WQBELs for the Los Angeles River Watershed Trash TMDL is in Attachment Q.

32. Attachment Q states that Permittees shall comply with the water-quality based effluent limitation of zero trash discharged to the Los Angeles River and its tributaries as of the effective date of the Order and every water year thereafter.

33. The Los Angeles County Regional Board Issued a Notice of Violation (NOV) in April of 2019 for noncompliance with the TMDL for failing to comply with the reporting requirements and/or effluent limitations of the LA MS4 trash TMDL under the 2012 Permit. Most notably, the City was not able to provide any justification that it met the final effluent limit of 100% reduction in discharged trash.

34. The Regional Board asked the City to submit by May 19, 2019, a technical report describing how and when the City will return to compliance with the final effluent limitation of a 100% reduction in trash discharged to the Los Angeles River.

35. The City responded that they would take a number of steps to achieve compliance by initiating capital improvement projects to install full capture trash excluders. The City set forth the following schedule: conducting a scoping study by July 30, 2019, completing a bid package for catch basin retrofit by August 15, 2019, awarding a contract for the retrofit by September 25, 2019, and having retrofit construction completed by June 30, 2020.

36. From August 25 through October 29, 2020, inspectors from EPA, its contractor PG Environmental, and the Los Angeles Regional Water Quality Control Board (Inspection Team) conducted an offsite compliance monitoring audit of the City's compliance with the 2012 Permit.

37. The compliance monitoring audit consisted of three parts: (a) a file review of annual reports, trash TMDL compliance reports, and enforcement documentation provided by the Regional Board; (b) video conference calls with the City's Public Works Director and consultant to discuss basic MS4 program components as well as specific trash reduction and system maintenance efforts; and (c) Regional Board staff conducted a site visit to assess the condition of the storm drains and associated trash capture devices visible from the public rights of way.

38. The inspection report was provided to the City on January 25, 2021, and is attached hereto as Exhibit 1.

39. As described in more detail in Exhibit 1, the Inspection Team observed the following:

a. The City had not complied with the September 30, 2016 final water quality-based effluent limitations for trash set forth in the 2012 Permit, specifically VI.E.5. The City's full capture (trash reduction) status was reported as 94 percent. The Trash TMDL permit provisions required the City to achieve zero trash (e.g., 100% trash capture) discharge by September 30, 2016;

b. The City had not completed all tasks listed in the Summary of Completion Dates included as part of its response to the April 2019 NOV issued by the Regional Board to address noncompliance with the Trash TMDL described above in Paragraph 23;

c. Three catch basins in the City were not equipped with full trash capture systems, two of these three catch basins were not readily identifiable or included on the City's catch basin inventory, and it was not clear that the City had plans to install trash capture systems for these catch basins; and

d. There was the potential for wash water from catch basin power washing activities to discharge to the MS4. The Nationwide Operations Manager stated that during power washing operations, the vacuum truck continuously applies suction to the bottom of the catch basin to collect wash water. He added that the catch basin's drainpipe is not blocked during power washing activities. The Inspection Team noted multiple catch basins with vertical drainpipes in the floor of the catch basin (e.g., CB Nos. 147 and 163; refer to Appendix B of Exhibit 1, Pages 5 and 7, respectively). Vertical floor drains may not allow for complete capture of wash water by a vacuum truck during power washing activities.

40. By discharging stormwater and failing to comply with the Permit, Respondent has violated and continues to violate sections 301(a) and 402 of the CWA, 33 U.S.C. §§ 1311(a) and 1342.

V. ORDER FOR COMPLIANCE ON CONSENT

Based on the foregoing Findings of Fact and Determinations of Law and pursuant to the authority of section 309(a) of the CWA, 33 U.S.C. § 1319(a), IT IS HEREBY ORDERED and AGREED TO:

41. Within thirty (30) days of the effective date of this AOC, Respondent shall submit to EPA a complete inventory of all remaining catch basins that need full capture devices including:

a. All remaining catch basins that need retrofit to install full trash capture devices;

b. All remaining catch basins that either have partial trash capture devices or no trash capture devices; and

c. Submit to EPA for approval a schedule to complete the installation of full trash capture devices on all catch basins identified in a. and b. above. The schedule shall require installation on or before October 1, 2022.

42. Upon approval of the schedule, install full trash capture devices on all catch basins as set forth in the schedule.

43. In the event the Respondent is unable to meet the October 1, 2022, deadline, they shall provide to EPA a corrective action plan that details why they cannot meet the deadline by September 1, 2022. The corrective action plan should also include a timeline for compliance not to exceed 6 months from approval of that corrective action plan.

VI. EPA REVIEW AND APPROVAL AUTHORITY

44. After review of any deliverable required to be submitted to EPA for approval to be made under this AOC:

a. EPA shall, unless otherwise specified:
   1. Approve the submission in whole or in part;
   2. Approve the submission upon specified conditions;
   3. Disapprove the submission, in whole or in part, directing that the Respondent modify the submission; or
   4. Any combination of 1., 2., or 3., above.

b. Following receipt of EPA's approval or approval upon conditions, pursuant to Paragraph 44(a), above, Respondent shall take all approved actions in accordance with any conditions imposed by EPA within the approved schedule or time frame established by EPA, or as otherwise set forth in this AOC.

c. Following receipt of EPA's notice of disapproval pursuant to Paragraph 44(a), above, Defendant shall within twenty (20) days, or such other period specified by EPA, correct the deficiencies in such submission and resubmit the submission for approval. Notwithstanding the receipt of the notice of disapproval pursuant to Paragraph 44(a), above, Respondent shall proceed, at the direction of EPA, to take any action required by any approved portion of the submission, within the scheduled approved time frame established by EPA, as long as such action is not precluded or rendered impracticable by the non-approved portion.

d. All requirements, deadlines and schedules set forth in the submissions approved by EPA shall be enforceable under this AOC. In the event EPA modifies or approves modification of a submission required under this AOC, the modified submission shall be enforceable under this AOC.

VII. FINAL REPORT

45. Within thirty (30) calendar days after Respondent has fully completed and implemented the actions required by Part IV (Order for Compliance on Consent) of this AOC, Respondent shall submit for the EPA's review and approval a final report (Final Report) that includes a description and timeline of all of actions which have been taken toward achieving compliance with this AOC and the CWA.

VIII. TERMINATION OF THE AOC

46. If the EPA determines that all the requirements of this AOC have been completed and implemented in accordance with this AOC, the EPA will provide notice to Respondent and this AOC shall be deemed terminated.

47. If the EPA determines that any requirement has not been completed and implemented in accordance with this AOC, the EPA will notify Respondent, provide a list of deficiencies, and require Respondent to modify its actions as appropriate to correct such deficiencies. If so required, EPA may also require Respondent to implement the modified requirement(s) and submit a modified Final Report.

IX. ACCESS TO SITE AND DATA

48. This Consent Order shall in no way limit or affect EPA's authority to obtain information, and to enter, inspect, sample or monitor compliance under any law, permit, court order or agreement. Respondent shall use its best efforts to arrange for access by EPA or its authorized representatives for determining compliance with this Consent Order until termination of this Consent Order. For purposes of this Consent Order, EPA's authorized representatives shall include all EPA employees and contractors, and such other persons as EPA may designate.

X. SUBMISSIONS AND RECORD RETENTION

49. Respondent shall submit all written communications, including progress reports, electronically. Respondent shall submit all required reports and plans to the EPA in an electronic format that allows them to be searchable by keywords. Respondent shall send all submittals to the following e-mail address. Submissions will be deemed made on the date they are sent electronically.

Lawrence Torres
Torres.Lawrence@epa.gov
Water Section II, Enforcement and Compliance Assurance Division
United States Environmental Protection Agency, Region 9
75 Hawthorne Street, San Francisco, CA 94105

50. All reports, notifications, documentation, and submittals required by this AOC shall be signed by a duly authorized representative of Respondent as specified by 40 C.F.R. § 122.22 and shall include the following statement:

> "I certify under the penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

51. Respondent shall preserve and retain all records and documents now in its possession or control, or which come into its possession or control, that relate in any manner to the performance of the tasks in this AOC, until five (5) years after termination of this AOC. Respondent shall also instruct its agents to preserve all documents, records, and information of whatever kind, nature or description relating to the performance of the tasks in this AOC.

XI. MODIFICATION

52. Any request for modification by Respondent shall include the reason(s) for the request and a timeline for completion. Modification of this AOC shall be in writing and shall take effect only upon approval by the EPA. Failure by Respondent to implement any modified requirement(s) shall be a violation of this AOC.

XII. GENERAL PROVISIONS

53. This AOC is binding on Respondent and its officials, officers, directors, partners, agents, employees, attorneys, successors, and assigns, and on all persons, independent contractors, consultants and contractors acting in concert with Respondent.

54. Respondent shall provide a copy of this AOC to any successor in interest to its control, operation, or any other interest in any portion of its MS4 at least thirty (30) calendar days prior to the transfer, and shall simultaneously notify the EPA in writing, via e-mail, that such notice has been given. Within fourteen (14) calendar days after the effective date of this AOC or the date of contracting, whichever is later, Respondent shall provide a copy of this AOC to all contractors and/or consultants to perform any of the work described in Part IV. Respondent shall condition the transfer of control, operation, or any other interest in any portion of its MS4 and any contract related to the performance of the work described in Part IV upon successful execution of this AOC.

55. This AOC is not and shall not be construed to be a permit under the CWA, nor shall it in any way relieve or affect Respondent's obligations under the CWA, or any other applicable federal or state laws, regulations, and/or permits. Compliance with this AOC shall be no defense to any actions commenced pursuant to such applicable laws, regulations, or permits, nor does it constitute a release.

56. This AOC shall in no way affect the rights of the EPA or the United States against any person not a party hereto.

57. This AOC shall in no way limit or affect the EPA's authority to obtain information, and to enter, inspect, sample or monitor compliance under any law, permit, court order or agreement.

58. The provisions of this AOC shall be severable. If any provision is declared by a court of competent jurisdiction to be unenforceable, then the remaining provisions shall remain in full force and effect.

59. Respondent consents to and agrees not to contest the EPA's authority or jurisdiction to issue and enforce this section 309(a) AOC. Respondent waives any and all remedies, claims for relief and otherwise available rights to judicial or administrative review that Respondent may have with respect to any issue of fact or law set forth in this Consent Order, including any right of judicial review under Chapter 7 of the Administrative Procedure Act, 5 U.S.C. §§ 701-706.

60. Failure to comply with the terms of this AOC may result in liability for statutory civil penalties under CWA section 309(d), 33 U.S.C. § 1319(d), as modified by 40 C.F.R. Part 19. Upon suit by the EPA, a United States District Court may impose such penalties if the court determines that Respondent has violated the CWA as described above and failed to comply with the terms of this AOC. In determining the amount of any penalty, the court will consider the seriousness of the violations, the economic benefit (if any) resulting from the violations, any history that Respondent may have of such violations, any good faith efforts that Respondent has made to comply with legal requirements, the economic impact a penalty may have upon Respondent, and such other matters as justice may require.

61. Issuance of this AOC is not an election by the EPA to forego any remedies available to it under the law, including without limit any administrative, civil or criminal action to seek penalties, fines, or other appropriate relief under the CWA. The EPA reserves all available legal and equitable rights and remedies to enforce any violations cited in this AOC, and the right to seek recovery of any costs and attorney fees incurred by the EPA in any actions against Respondent for noncompliance with this AOC.

62. In accordance with CWA § 309(a)(4), 33 U.S.C. § 1319(a)(4), the EPA will provide notice and a copy of this AOC to the State of California upon execution.

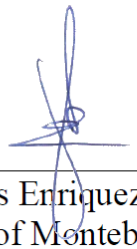
63. The undersigned signatory for Respondent certifies that they are authorized to execute this AOC and legally bind the Respondent.

XIII. EFFECTIVE DATE

64. This AOC shall become effective on the date it is signed by the EPA.

IT IS SO AGREED AND ORDERED:

FOR RESPONDENT



_____ 4/22/2022

James Enriquez, Director
City of Montebello

Date

FOR U.S. ENVIRONMENTAL PROTECTION AGENCY
REGION 9

_____/s/ _____

Amy C. Miller-Bowen, Director
Enforcement and Compliance Assurance Division

Date

CITY OF MONTEBELLO

AGREEMENT NO. 4416
WITH THE EVIRONMENTAL PROTECTION AGENCY REGION 9 FOR THE ADMINITRATIVE ORDER ON CONSENT DOCKET NO. CWA-309(a)-09-26-05

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 9

In the matter of:	)	DOCKET NO. CWA-309(a)-09-26-05
	)	
The City of Montebello	)	**ADMINISTRATIVE ORDER ON CONSENT**
	)	
	)	
Respondent.	)	*Proceeding under Section 309(a) of the Clean Water Act, 33 U.S.C. §1319(a)*

I. INTRODUCTION AND JURISDICTION

1. This Administrative Order on Consent (AOC) is entered into voluntarily by the United States Environmental Protection Agency (EPA) and City of Montebello (Respondent).

2. Upon the effective date of this AOC, as defined in Section XII below, this AOC supersedes the previous AOC entered into by the Respondent and EPA which was effective on April 28, 2022 (2022 AOC).

3. This Order is issued under the authority vested in the Administrator by Section 309(a) of the Clean Water Act (CWA), 33 U.S.C. § 1319(a), which provides that, whenever the EPA finds that any person is in violation of *inter alia*, Sections 301(a) and 402, 33 U.S.C. §§ 1311(a) and 1342, the EPA may issue an order requiring such person to comply with the CWA, and shall specify a time for compliance that the EPA determines to be reasonable. This authority has been delegated to Regional Administrators and further delegated to the Director of the Enforcement and Compliance Assurance Division of the EPA, Region 9.

4. Upon execution of this AOC, the EPA will immediately notify the State of California of this action pursuant to Section 309(a)(4) of the CWA, 33 U.S.C. § 1319(a)(4).

5. The EPA and Respondent recognize that this AOC has been negotiated in good faith and that the actions undertaken by Respondent in accordance with this AOC do not constitute an admission of any liability. Respondent neither admits nor denies the specific factual allegations contained in Section IV of this AOC, except in any proceeding to implement or enforce this AOC. Respondent agrees to comply with and be bound by the terms of this AOC and agrees not to contest the basis or validity of this AOC or its terms.

Controlled by U.S. Environmental Protection Agency

II. APPLICABILITY

6. This AOC shall apply to and be binding on Respondent and its [heirs and] successors or other entities or persons otherwise bound by law. Unless the EPA otherwise consents in writing, (a) any change in ownership or corporate or other legal status of any Respondent, including any transfer of assets, or (b) any transfer of property at the site of the alleged violations or any property needed to implement the actions required by this AOC , does not alter any Respondent's obligations under this AOC.

7. Respondent shall provide notice of this AOC to all employees, agents, contractors, subcontractors, and any person representing Respondent with respect to performance of the activities required by this AOC, and any property needed to implement the actions required by this AOC. Respondent is responsible for ensuring that such parties act in accordance with the terms of this AOC.

III. STATUTORY AND REGULATORY AUTHORITY

8. Section 301(a) of the CWA, 33 U.S.C. § 1311(a), make it unlawful for a person to discharge pollutants from a point source into waters of the United States, except as authorized by a National Pollutant Discharge Elimination System (NPDES) permit issued pursuant to Section 402 of the CWA, 33 U.S.C. § 1342.

9. Section 402 of the CWA, 33 U.S.C. § 1342, establishes the NPDES program and authorizes the EPA and authorized states to issue permits governing the discharge of pollutants from point sources into waters of the United States. Pursuant to Section 402(b) of the CWA, 33 U.S.C. § 1342(b), California's State Water Resources Control Board (SWRCB) and nine Regional Water Quality Control Boards are authorized to implement the NPDES program for waters within the jurisdiction of California.

10. CWA Section 402(p), 33 U.S.C. § 1342(p) requires NPDES permit authorization to discharge stormwater from municipal separate storm sewer systems (MS4s).

11. An MS4 is defined as, "a conveyance or a system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) owned or operated by a State, city, town, borough…or other public body…" 40 C.F.R. § 122.26(b)(8).

12. The CWA defines "discharge of a pollutant" as "any addition of any pollutant to navigable waters from any point source" 33 U.S.C. § 1362(12).

13. A "point source" is defined as 'any discernable, confined and discrete conveyance, including but not limited to, any pipe, ditch channel… from which pollutants are or may be discharged." 33 § U.S.C. 1362(14).

14. A "pollutant" is defined as dredged soil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt and industrial, municipal, and agricultural waste discharged into water. 33 U.S.C. § 1362(6).

15. The SWRCB defines trash as "all improperly discarded solid material from any production, manufacturing, or processing operation including, but not limited to, products, product packaging, or containers constructed of plastic, steel, aluminum, glass, paper or other synthetic or natural materials."[1] This definition includes smaller trash, such as preproduction plastics and other materials.

16. Discharges from Respondent's MS4 are regulated by the Los Angeles County MS4 Permit. The current MS4 Permit, Order R4-2021-0105 went into effect on September 11, 2021, (hereinafter 2021 Permit). The 2021 Permit modifies R4-2012-0175 (as amended by State Water Board Order WQ 2015-2012) (hereinafter 2012 Permit) which was in effect from 2013 until the 2021 Permit took effect.

17. Part IV A 2 of the permit addresses Water quality based effluent limitations. It states, "each permittee shall comply with applicable water quality-based effluent limitations (WQBELS) as set forth in Attachments K through S of the Order, pursuant to applicable compliance schedules."

18. The Respondent is subject to effluent limitation requirements for the Los Angeles River Trash TMDL contained in attachment Q of the 2021 Permit which requires 0% of trash discharged.

19. Part IV B.3.b of the Permit states that Permittees may comply with the trash effluent limitations using any lawful means. This includes full capture systems, or a combination of institutional controls and partial capture devices, and full capture devices.

IV. FINDINGS OF FACT & DETERMINATIONS OF LAW

20. Respondent, City of Montebello (Respondent, or City) is a municipality as defined by Section 502(4) of the CWA, 33 U.S.C. § 1362(4), and thus a person within the meaning of Section 502(5) of the CWA, 33 U.S.C. § 1362(5).

[1] See Trash Amendments at:
https://www.waterboards.ca.gov/water_issues/programs/stormwater/trash_implementation.html

21. At all times relevant to this action, Respondent owned and/or operated an MS4, including its storm drains and catch basins.

22. The City's storm drain outlet pipes are part of the City's MS4 and are "point sources" within the meaning of Section 502(14) of the CWA, 33 U.S.C. § 1362(14).

23. Stormwater discharges from the City's MS4 contain "pollutants," as defined by CWA § 502(6), 33 U.S.C. § 1362(6), including trash, as that term is defined above.

24. The City's MS4 discharges into the Rio Hondo River, a tributary to the Los Angeles River, which flows to the Pacific Ocean. The Rio Hondo River, the Los Angeles River, and the Pacific Ocean are "Waters of the United States" within the meaning of CWA § 502(7), 33 U.S.C. § 1362(7) and implementing regulations.

25. Respondent's discharge of stormwater containing pollutants into waters of the United States constitutes a "discharge of pollutants" within the meaning of CWA § 502(12), 33 U.S.C. § 1362(12).

26. Respondent was subject to the terms and conditions of the 2012 Permit until the effective date of the 2021 Permit and is now subject to the 2021 Permit.

27. From August 25 through October 29, 2020, inspectors from EPA, its contractor PG Environmental, and the Regional Board (Inspection Team) conducted an offsite compliance monitoring audit of the City's compliance with the 2012 Permit.

28. The compliance monitoring audit consisted of three parts: (a) a file review of annual reports, trash TMDL compliance reports, and enforcement documentation provided by the Regional Board; (b) video conference calls with the City's Public Works Director and consultant to discuss basic MS4 program components as well as specific trash reduction and system maintenance efforts; and (c) Regional Board staff conducted a site visit to assess the condition of the storm drains and associated trash capture devices from the public rights of way.

29. The inspection report was provided to the City on January 25, 2021, and is attached hereto as Exhibit 1.

30. As described in more details in Exhibit 1, the Inspection Team observed that the City had not complied with the September 30, 2016 final water quality based effluent limitations for trash set forth in the 2012 Permit, specifically VI.E.5.

31. The Respondent and EPA entered into an AOC on April 28, 2022 (2022 AOC).

32. In Section V of the 2022 AOC, Respondent agreed to do the following to come into compliance with the 2021 Permit:

a. Provide EPA a complete inventory of all remaining catch basins that need full capture devices by May 31, 2022.
b. Submit to EPA for approval a schedule to complete the installation of full trash capture devices on all catch basins identified by the Respondent. The schedule shall require installation on or before October 1, 2022.
c. Upon EPA's approval of the above schedule, install full capture devices on all catch basins as set forth in the schedule.

33. On May 31, 2022, EPA received Respondent's inventory of all remaining catch basins in need of retrofit. Respondent identified 164 catch basins, 86 owned by the County and 78 owned by the Respondent, City of Montebello.

34. Respondent never completed the upgrades to the 164 catch basins that it identified in the May 31, 2022 letter and that are necessary to comply with the 2021 Permit.

35. By discharging stormwater and failing to comply with the 2012 Permit and the 2021 Permit, Respondent has violated and continues to violate Sections 301(a) and 402 of the CWA, 33 U.S.C. 1311(a) and 1342.

36. From May 2023 to through October 2025 EPA held meetings with the Respondent and representatives of the Regional Board.

37. During that time Respondent inventoried its catch basins and produced a list of catch basins that need to be updated to full capture systems in order to comply with the 2021 Permit.

38. Now that those catch basins needing full capture updates have been identified Respondent has drafted a plan and timeline to execute updates for all of the listed basins.

V. ORDER AND AGREEMENT

39. Based on the foregoing Findings of Fact and Determinations of Law and pursuant to the authority of Section 309(a) of the CWA, 33 U.S.C. § 1319(a), IT IS HEREBY ORDERED and AGREED that Respondent shall:

a. Implement the proposed plan titled, *Montebello Catch Basin Retrofit and Reconstruction Project*, which sets forth the schedule for planning, permitting and updating the catch basins which is attached hereto as Exhibit 2.
b. Commencing one month after the Effective Date, and until Respondent has prepared the Final Report under Paragraph 43, Respondent shall submit written progress reports to the EPA via email on a monthly basis, or as otherwise directed in writing by the EPA. These reports must describe all significant

developments during the preceding reporting period, including the actions performed and any problems encountered, and the developments anticipated during the next reporting period, including whether Respondent is meeting the schedule of actions to be performed.

c. Unless otherwise directed by the EPA, Respondent, or its representatives, shall meet with the EPA at least once each quarter, at a mutually acceptable time, to discuss the status of plans, work, and other matters related to the compliance requirements of the AOC. Any party may request additional meetings to address time-sensitive matters or issues that may affect compliance obligations.

VI. REQUIREMENTS FOR DELIVERABLES AND COMMUNICATIONS

40. **Specifications for Deliverables.** Respondent shall submit all deliverables to the EPA in electronic form.

41. Unless otherwise directed by the EPA, Respondent shall submit all deliverables and other written communications to the following individuals at the following e-mail addresses:

Juliana Gomez
Enforcement and Compliance Assurance Division
Gomez.juliana@epa.gov

Sarah Ferrif
Attorney Advisor
Office of Regional Counsel
Ferrif.sarah@epa.gov

Submissions will be deemed made on the date the submission is sent electronically.

42. All deliverables required by this AOC shall be signed by a duly authorized representative of Respondent consistent with by 40 C.F.R. § 122.22 and shall include the following statement:

"I certify under the penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

VII. FINAL REPORT AND TERMINATION

43. Within thirty (30) calendar days after Respondent has fully completed and implemented the actions required by Section V of this AOC, including completion of construction outlined in Exhibit 2 Respondent shall submit a final report (Final Report), that includes a description of all of actions which have been taken toward achieving compliance with this AOC and the CWA.

44. If the EPA determines, after review of the Final Report, that all of the requirements of this AOC have been completed and implemented in accordance with this AOC, the EPA will provide notice to Respondent, and this AOC shall be deemed terminated, except as provided for in Paragraph 46 (Documents and Information Management).

45. If the EPA determines that any requirement has not been completed and implemented in accordance with this AOC, the EPA will notify Respondent, provide a list of deficiencies, and require Respondent to modify its actions as appropriate to correct such deficiencies. If so required, Respondent shall implement the modified requirement(s) and submit a modified Final Report.

VIII. DOCUMENTS AND INFORMATION MANAGEMENT

46. Respondent shall preserve and retain all documents and information now in its possession or control, or which come into its possession or control, that relate in any manner to the performance of the tasks in this AOC, until five (5) years after termination of this AOC. Respondent shall also instruct its contractors and agents to preserve all documents and information of whatever kind, nature or description relating to the performance of the tasks in this AOC for five (5) years after termination of this AOC.

47. **Confidential Business Information Claims**. Respondent is entitled to claim that all or part of the information submitted to the EPA under this AOC is Confidential Business Information ("CBI") that is covered by 40 C.F.R. § 2.203(b). Respondent shall segregate all information or parts thereof submitted under this AOC which they claim is CBI and label them as "claimed as confidential business information" or "claimed as CBI." Information that a submitter properly labels in accordance with the preceding sentence will be afforded the protections specified in 40 C.F.R. part 2, subpart B. If the information is not properly labeled when it is submitted to the EPA, or if the EPA notifies the submitter that the information is not entitled to confidential treatment under the standards of 40 C.F.R. part 2, subpart B, the public may be given access to such information without further notice to the submitter.

IX. MODIFICATIONS

48. This AOC may be modified in writing by mutual agreement of the parties.

49. No informal advice, guidance, suggestion, or comment by the EPA or its representatives regarding any deliverable relieves Respondent of its obligation to obtain any written approval required by this AOC, or to comply with all requirements of this AOC, except as it is formally modified.

X. RESERVATION OF RIGHTS

50. This AOC is not a permit or modification of any existing permit issued pursuant to any federal, state, or local laws or regulations, and shall in no way relieve or affect Respondent's obligations under any applicable federal, state or local laws, regulations, or permits.

51. This AOC shall in no way affect the rights of the EPA or the United States against any person not a party hereto.

52. This AOC shall in no way limit or affect the EPA's authority to obtain information, and to enter, inspect, sample or monitor compliance under any law, permit, court order or agreement.

53. Issuance of this AOC is not an election by the EPA to forego any other remedies available to it under the law, including without limit, any administrative, civil or criminal action to seek penalties, fines, or other appropriate relief. In the event of noncompliance with this AOC, the EPA reserves the right to seek any and all remedies available under Section 309 of the CWA, 33 U.S.C. § 1319, as amended, for any violation cited in this AOC.

XI. ADDITIONAL TERMS

54. **Waiver of Review.** Respondent consents to and agrees not to contest the EPA's authority or jurisdiction to issue and enforce this AOC. Respondent waives any and all remedies, claims for relief and otherwise available rights to judicial or administrative review that Respondent may have with respect to any issue of fact or law set forth in this Order, including any right of judicial review under Chapter 7 of the Administrative Procedure Act, 5 U.S.C. §§ 701-706.

55. **Failure to Comply.** Failure to comply with the terms of this AOC may result in liability for statutory civil penalties under Section 309(d) of the CWA, 33 U.S.C. § 1319(d), as modified by 40 C.F.R. Part 19. Upon suit by the EPA, a United States District Court may impose such penalties if the court determines that Respondent

has violated the CW A as described above and failed to comply with the terms of this AOC. In determining the amount of any penalty the court will consider the seriousness of the violations, the economic benefit (if any) resulting from the violations, any history that Respondent may have of such violations, any good faith efforts that Respondent has made to comply with legal requirements, the economic impact a penalty may have upon Respondent, and such other matters as justice may require.

56. **Headings.** The headings in this AOC are for convenience of reference only and shall not affect interpretation of this AOC.

57. **Severability.** The provisions of this AOC shall be severable. If any provision is declared by a court of competent jurisdiction to be unenforceable, then the remaining provisions shall remain in full force and effect.

58. **Signatory/Signatories**. The undersigned signatory for Respondent certifies that he or she is authorized to execute this AOC and legally bind the Respondent. This AOC can be signed in counterparts.

59. **CBI.** By signing this AOC, Respondent acknowledges that this AOC does not contain any confidential business information (CBI) or waives any claim of CBI.

60. **Costs.** Each party shall bear its own attorney's fees and costs.

XII. EFFECTIVE DATE

61. This AOC shall become effective on the date it is signed by the EPA.

IT IS SO AGREED AND ORDERED.

For the U.S. Environmental Protection Agency, Region 9:

_____

Amy C. Miller-Bowen, Director
Enforcement and Compliance Assurance Division

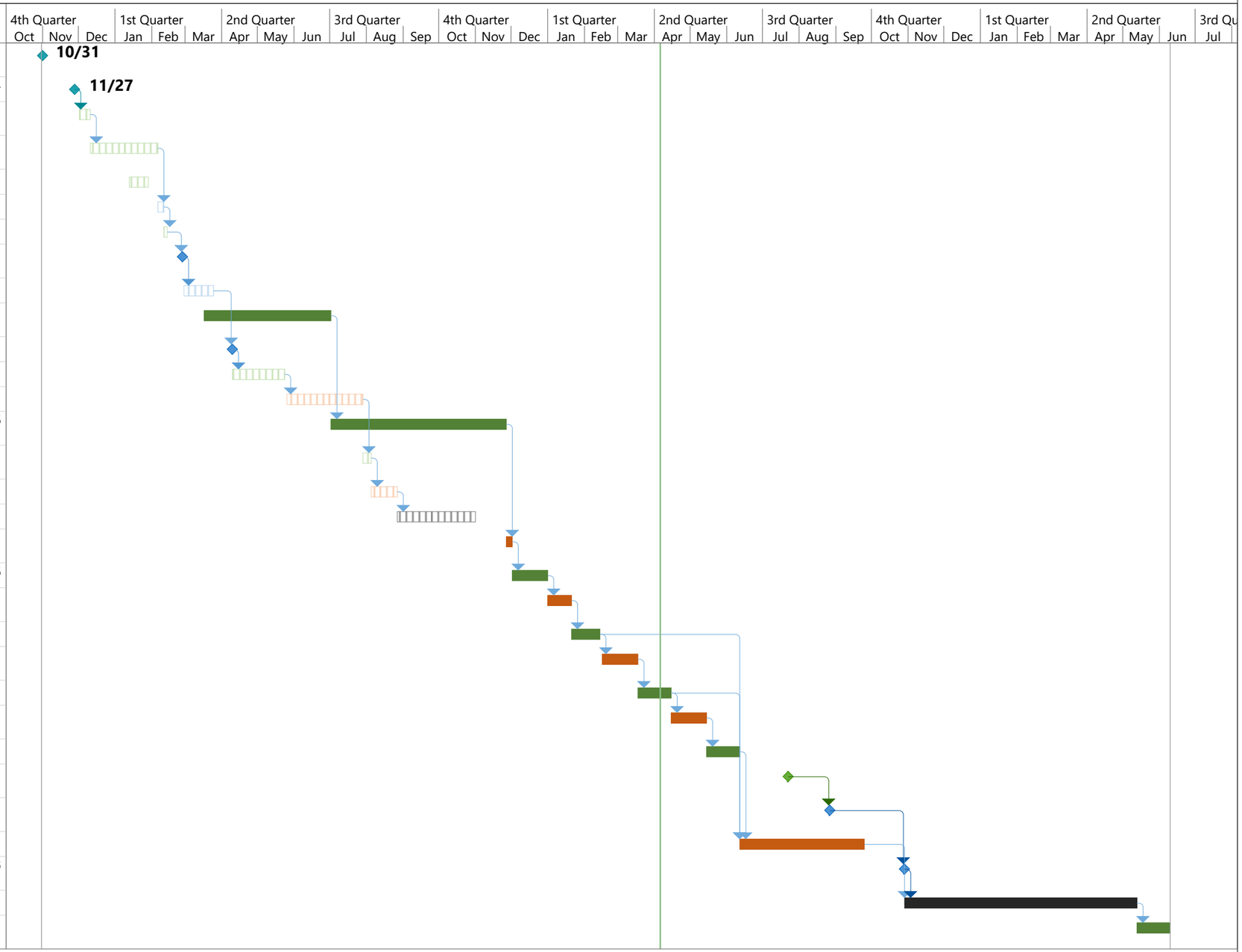
For Respondent City of Montebello:

_____ _____

Raul Alvarez, City Manager Date
City of Montebello

Montebello Catch Basin Retrofit and Reconstruction Project

ID	Task Name	Start	Finish
1	PHASE 1: Closeout Retrofit Work for 13 Catch Basins +2 Already Retrofit	Thu 10/31/24	Thu 10/31/24
2	PHASE 1: Issue NTP to Bowman	Wed 11/27/24	Wed 11/27/24
3	PHASE 1: Preliminary Engineering and Document Research	Mon 12/2/24	Tue 12/10/24
4	PHASE 1: Prepare and Submit Specifications for City Review	Wed 12/11/24	Wed 2/5/25
5	PHASE 1: Field Investigation and Inspections	Mon 1/13/25	Tue 1/28/25
6	PHASE 1: City Review of Specifications	Thu 2/6/25	Mon 2/10/25
7	PHASE 1: Prepare and Submit Final Specifications	Tue 2/11/25	Thu 2/13/25
8	PHASE 1: City Council Meeting to Adopt Final Bid Package and Proceed with Bid Advertisement	Wed 2/26/25	Wed 2/26/25
9	PHASE 1: Bidding Period	Fri 2/28/25	Mon 3/24/25
10	PHASE 2: Preliminary Engineering and Topographic Survey	Mon 3/17/25	Tue 7/1/25
11	PHASE 1: Award Contract	Wed 4/9/25	Wed 4/9/25
12	PHASE 1: Submit for LA County Permit	Thu 4/10/25	Fri 5/23/25
13	PHASE 1: LA County Review of Initial Submittal (11 CB)	Mon 5/26/25	Mon 7/28/25
14	PHASE 2: Submittal 1 - Initial Plans and Hydraulic Reports to LA County (41 Catch Basins)	Wed 7/2/25	Wed 11/26/25
15	PHASE 1: Respond to Comments and Resubmit to LA County for Approval	Tue 7/29/25	Mon 8/4/25
16	PHASE 1: LA County Approval and Permit Issuance	Tue 8/5/25	Tue 8/26/25
17	PHASE 1: Construction	Wed 8/27/25	Fri 10/31/25
18	PHASE 2: Submittal 1 - LA County Review of Complete Submittal	Thu 11/27/25	Mon 12/1/25
19	PHASE 2: Submittal 2 - Plans to LA County	Tue 12/2/25	Wed 12/31/25
20	PHASE 2: Submittal 2 - LA County Review of Resubmittal	Thu 1/1/26	Tue 1/20/26
21	PHASE 2: Submittal 3 - Plans to LA County	Wed 1/21/26	Fri 2/13/26
22	PHASE 2: Submittal 3 - LA County Review of Resubmittal	Mon 2/16/26	Tue 3/17/26
23	PHASE 2: Submittal 4 - Plans to LA County	Wed 3/18/26	Tue 4/14/26
24	PHASE 2: Submittal 4 - LA County Review of Resubmittal	Wed 4/15/26	Thu 5/14/26
25	PHASE 2: Submittal 5 - Plans to LA County	Fri 5/15/26	Thu 6/11/26
26	PHASE 2: Submit Final Bid Package to City for Bid Advertisement	Wed 7/22/26	Wed 7/22/26
27	PHASE 2: City Council Meeting to Adopt Final Bid Package and Proceed with Bid Advertisement	Wed 8/26/26	Wed 8/26/26
28	PHASE 2: LA County Approval and Permit Issuance	Fri 6/12/26	Thu 9/24/26
29	PHASE 2: City Council Meeting to Award Construction Contract	Wed 10/28/26	Wed 10/28/26
30	PHASE 2: Construction	Thu 10/29/26	Wed 5/12/27
31	PHASE 2: Project Closeout and Final Closing Documents	Thu 5/13/27	Wed 6/9/27



PHASE 1: Catch Basin Retrofit (26 Catch Basins)

PHASE 2: Catch Basin Reconstruction (41 Catch Basins)

Bowman, Phase I
Contractor, Phase I
Bowman, Phase II
Contractor, Phase II
LA County, Phase I
City of Montebello, Phase I
LA County, Phase II
City of Montebello, Phase II

ITEM # 17

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: **AUTHORIZE EXECUTION OF AGREEMENT NO. 4417 WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) TO ACCEPT PROPOSITION C FULFILLMENT FUNDS FOR UNPROGRAMMED SURFACE TRANSPORTATION PROGRAM-LOCAL (STP-L) IN THE AMOUNT OF $188,392**

DATE: May 27, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Authorize the City Manager to enter into a funding agreement with the Los Angeles County Metropolitan Transportation Authority (LACMTA) to receive Proposition C fulfillment funds for unprogrammed Surface Transporttion Program - Local (STP-L) in the amount of $188,392 and execute any subsequent agreements regarding this grant award; and
2. Find that the Lincoln Street Rehabilitation (Wilcox to 18th Street) Project (CP 946) is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Approval of the recommended actions will allow the proposed project to be incorporated into the Fiscal Year 2026–27 Capital Improvement Program (CIP) Budget through the recognition and appropriation of $188,392 in Surface Transportation Program - Local (STP-L) Proposition C fulfillment funds. Approval of this action will provide a new source of funding for resurfacing improvements along Lincoln Avenue between Wilcox Avenue and 18th Street.

BACKGROUND/DISCUSSION:

The Los Angeles County Metropolitan Transportation Authority (LACMTA) historically distributes approximately $31 million in Federal Surface Transportation Block Grant funds each year to Los Angeles County agencies through the Surface Transportation Program-Local (STP-L) program, using a population-based allocation method. In 2021 and 2022, the federal government issued Corrective Actions to Caltrans and the Southern California Association of Governments, determining that this population-based distribution did not comply with Surface Transportation Block Grant requirements.

The Corrective Action became effective on July 1, 2023, preventing local agencies from programming or accessing their remaining unprogrammed STP-L balances. On April 24, 2025, the Metro Board of Directors authorized the use of Proposition C funds to fulfill the City's unprogrammed STP-L balance. These funds will be used to improve the segment of Lincoln Avenue between Wilcox Avenue and 18th Street.

ENVIRONMENTAL:

The actions proposed herein are categorically exempt from the California Environmental Quality Act (CEQA) (Attachment B), pursuant to State CEQA Guidelines Section 15301 and there are no features that distinguish this Project from others in the exempt class; therefore, there are no unusual circumstances. Section 15301 exemption allows, in part, for minor alterations of existing public facilities involving negligible or no expansion of the use. This includes minor alterations to existing streets and sidewalks, such as transit improvements that do not create additional traffic lanes.

ANALYSIS:

N/A

SUMMARY:

Staff recommend City Council to determine that the Lincoln Street Rehabilitation (Wilcox to 18th Street) is categorically exempt from the California Environmental Quality Act (CEQA) (Attachment B) and authorize the City Manager to execute Agreement No. 4417 (Attachment A) and all subsequent agreements with the Los Angeles County Metropolitan Tranporation Authority (LACMTA) to receive Proposition C fulfillment funds for unprogrammed STP-L balance in the amount of $188,392.

ATTACHMENT(S)

1. Attachment A - Fulfillment Agreement for Unprogrammed STP-L
2. Attachment B - CEQA NOE

CITY OF MONTEBELLO

AGREEMENT NO. 4417
WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) TO ACCEPT LACMTA PROPOSITION C FULFILLMENT FUNDS FOR UNPROGRAMMED SURFACE TRANSPORTATION PROGRAM-LOCAL (STP-L) IN THE AMOUNT OF $ 188,392 FOR LINCOLN STREET REHABILITATION (WILCOX AVENUE TO 18TH STREET) (CP 946)

FULFILLMENT AGREEMENT FOR UNPROGRAMMED SURFACE TRANSPORTATION PROGRAM-LOCAL (STP-L)

This Fulfillment Agreement of Proposition C Funds ("AGREEMENT"), is made and entered into as of February 15, 2026, by and between the City of Montebello ("CITY") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

LACMTA had historically apportioned, on an annual basis, $31 million of Federal Surface Transportation Block Grant (STBG) funds to agencies in Los Angeles County based on population through the STP-L funding program.

WHEREAS, in 2021 and 2022, the federal government issued a Corrective Action to Caltrans and the Southern California Association of Governments (SCAG), respectively, finding that the practice of allocating STP-L by population was out of compliance with STBG requirements; and

WHEREAS, on July 1, 2023, the Corrective Action took effect on the Federal Transportation Improvement Program (FTIP) and prevented agencies from programming and accessing their unprogrammed STP-L balance through the FTIP; and

WHEREAS, the LACMTA Board of Directors at its April 24, 2025, meeting, approved using Proposition C funds to fulfill $188,392 of unprogrammed STP-L balance for the City of Montebello; and

WHEREAS, eligible project activities must occur on or after the LACMTA Board of Directors April 24, 2025, approval date; and

NOW THEREFORE, in consideration of the mutual benefits to be derived by CITY and LACMTA, and of the promises contained herein, it is hereby agreed as follows:

AGREEMENT:

1. LACMTA hereby provides a fulfillment of $188,392 of Proposition C funds (the "Funds") to the City of Montebello for use on eligible project(s), to be determined by LACMTA. This assignment shall be automatically effective upon full execution of this AGREEMENT without the necessity of the execution, delivery or recording of any further instrument whatsoever. Notwithstanding the foregoing, at LACMTA's request, CITY shall execute and deliver such documents and instruments as may be required to evidence such assignment of the Funds.

2. CITY must complete and submit an Automated Clearing House (ACH) form (Attachment A) through LACMTA's website to allow LACMTA to make disbursements electronically. Disbursements via ACH will be made at no cost to CITY. If electronic disbursements are not the preferred method of disbursement, CITY may request an

exception in writing.

3. CITY shall expend the Funds on eligible project(s), consistent with the Statement of Work, Schedule and Budget provided in Attachment B.

4. For the purposes of this AGREEMENT, the term "Eligible Project" shall mean the transportation activities described in the Proposition C Guidelines.

5. CITY must use the LACMTA Funds in the most cost-effective manner. If CITY intends to use a consultant or contractor to implement all or part of the Eligible Project, LACMTA requires that such activities be procured in accordance with CITY's contracting procedures and be consistent with State law as appropriate. CITY will also use the LACMTA Funds in the most cost-effective manner when the LACMTA Funds are used to pay "in-house" staff time. CITY staff or consultants with project oversight roles may not award work to companies in which they have a financial or personal interest. This effective use of funds provision will be verified by LACMTA through on-going project monitoring and through any LACMTA interim and final audits.

6. CITY shall submit Quarterly Progress and Expenditure Reports (Attachment C) to LACMTA that cover all activities related to the project, including deliverables, milestones, and costs incurred. The reports are due to LACMTA one month after the close of each quarter on October 31, January 31, April 30, and July 31. In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.

7. LACMTA, and/or its designee, shall have the right to conduct audits of CITY's use of the LACMTA Funds, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits, performance audits, and final audits. CITY agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). CITY's records shall include, without limitation, any supporting evidence deemed necessary by LACMTA to substantiate CITY's use of LACMTA Funds. These records must be retained by CITY for five years following CITY's last use of the LACMTA Funds. CITY shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this AGREEMENT. The eligibility of costs for CITY's own expenditures submitted to LACMTA for the Eligible Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87 (relocated to Title 2 in the Code of Federal Regulations, Subtitle A, Chapter II, part 225). The eligibility of costs for CITY's contractors, consultants, and suppliers' expenditures submitted to LACMTA through CITY's Quarterly Progress and Expenditure Reports shall be in compliance with OMB Circular A-87 (as relocated) or Federal Acquisition Regulation (FAR) Subpart 31 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require CITY to return monies to LACMTA, CITY agrees to return the monies within thirty (30) days after the final audit is sent to CITY.

8. The terms of this AGREEMENT shall commence on the date that this AGREEMENT

is fully executed and shall terminate once CITY has expended all the LACMTA Funds and all LACMTA audit and reporting requirements have been satisfied.

9. CITY shall fully indemnify, defend and hold LACMTA and its officers, agents, and employees harmless from and against any liability and expenses, including, without limitation, defend costs, any costs or liability on account of bodily injury, death or personal injury of any person, or for damages of any nature whatsoever arising out of (i) a breach of CITY's obligations under this AGREEMENT; or (ii) any act or omission of CITY or its officers, agents, employees, contractors, or subcontractors in the use of the LACMTA Funds.

10. LACMTA shall fully indemnify, defend and hold CITY and its officers, agents, and employees harmless from and against any liability and expenses, including, without limitation, defend costs, any costs or liability on account of bodily injury, death or personal injury of any person, or for damages to or loss of risk of property, any environmental obligations, any legal fees and any claims for damages of any nature whatsoever arising out of (i) a breach of LACMTA's obligations under this AGREEMENT; or (ii) any act or omission of LACMTA or its officers, agents, employees, contractors, or subcontractors in the use of CITY's Funds.

11. This AGREEMENT may be amended or modified only by mutual written consent of LACMTA and CITY.

12. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY OF MONTEBELLO
Cesar Roldan
Director of Public Works
1600 W. Beverly Boulevard
Montebello, CA 90640
Email: croldan@montebelloca.gov

LACMTA
Mercedes Meneses
Principal Transportation Planner
Countywide Planning and Development
One Gateway Plaza (Mail Stop: 99-23-3)
Los Angeles, California 90012-2952
Email: menesesm@metro.net

13. This AGREEMENT shall be interpreted and governed by the laws of the State of California.

14. This AGREEMENT constitutes the entire understanding between the parties with respect to the subject matter herein.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers as of the date stated below.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Stephanie Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

Dawyn R. Harrison
County Counsel

Digitally signed by: 4dd8a4b6-a104-429a-9907-9b6d6de7c696
DN: CN = 4dd8a4b6-a104-429a-9907-9b6d6de7c696
Date: 2026.05.07 09:37:01 -08'00'

By: _____
Deputy

CITY OF MONTEBELLO

By: _____
Raul Alvarez
City Manager

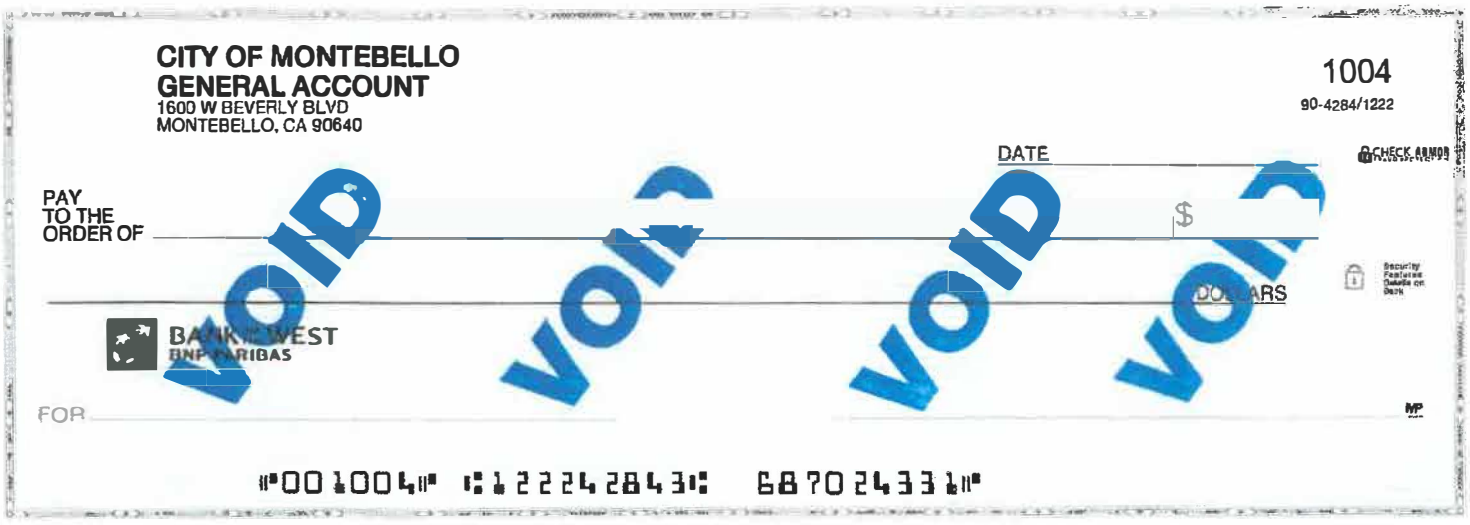
APPROVED AS TO FORM:

Arnold Alvarez-Glasman
City Attorney

By: _____
City Attorney

AUTOMATED CLEARING HOUSE (ACH) PAYMENT AUTHORIZATION

SECTION I: *Supplier Information*		
Supplier Number:		
Company Name: City of Montebello		
Payment Address: 1600 W. Beverly Blvd		
City: Montebello	State: CA	Zip Code: 90640
Contact Name: Cesar Roldan		Contact Phone Number: (323) 887-1462
Email Address: CRoldan@montebelloca.gov		
SECTION II: *Banking Information*		
Tax ID: 95-6000746		
Bank Name (Required): BMO Bank		
Account Name: City of Montebello		
Account Type (Required): ☑ Checking ☐ Savings		
Account Number (Required): 687024331		
Routing Number (Required): 122242843		
Print Name of Authorized Person: Sarbjeet Singh		
Print Title : Accounting Manager		
Phone Number: (323)887-1200 x1423		
Signature of Authorized Person: Sarbjeet Singh		
Date: 7/29/25		
SECTION IV: *Approval - Metro Use Only*		
Approved by:		Date:
Entered by:		Date:


CITY OF MONTEBELLO
GENERAL ACCOUNT
1600 W BEVERLY BLVD
MONTEBELLO, CA 90640
1004
90-4284/1222
DATE
PAY
TO THE
ORDER OF
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DOLLARS
BANK OF THE WEST
BNP PARIBAS
FOR
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Attachment B

STATEMENT OF WORK

Project Title: CP-946 Lincoln Street Rehab (Wilcox to 18th Street)

Project Description: Pavement resurfacing on the street segment located on Lincoln Avenue from Wilcox Avenue to 18th Street. Enhance non-compliant Americans with Disabilities Act (ADA) pedestrian ramps and striping in compliance with the California Manual on Uniform Traffic Control Devices (CAMUTCD).

Project Schedule:

Advertisement	July 2026
Contract Award	October 2026
Start Construction	November 2026
Complete Construction	March 2027

Project Funding:

Metro Prop C (Fulfillment Funds)	$ 188,392
Total Project Cost:	**$188,392**

Project Map:



Attachment C

QUARTERLY PROGRESS REPORT

Project Title: _____

Report Date: _____

Submitted by: _____

Submitted for Fiscal Year: _____

Quarter: Jul-Sep ☐ Oct-Dec ☐ Jan-Mar ☐ Apr-Jun ☐

Project Budget: _____

Fulfillment Amount: _____

1. **Project-to-Date Expenditure**

   % of Project Budget Expended to Date: _____

   % of Project Completion: _____

2. **Milestones**

Description	Start Date	End Date
Environmental Clearance		
Design Bid & Award		
Design		
Right-of-Way		
Construction Bid & Award		
Construction		

3. **List tasks or milestones accomplished and progress made this quarter.**

4. **If project is delayed, describe reasons for delay.**

Print Form

ATTACHMENT B

Notice of Exemption

Appendix E

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

County Clerk
County of: Los Angeles

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

Project Title: Lincoln Street Rehabilitation (CP 946)

Project Applicant: City of Montebello

Project Location - Specific:

Lincoln Avenue between Wilcox and North 18th Street

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

Description of Nature, Purpose and Beneficiaries of Project:
Intended to improve the overall condition, safety, and functionality of the roadway corridor through pavement rehabilitation and related infrastructure improvements. The project will extend the useful life of the roadway by resurfacing deteriorated pavement, improving ride quality, and enhancing roadway striping

Name of Public Agency Approving Project: City of Montebello

Name of Person or Agency Carrying Out Project: _____

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

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

Reasons why project is exempt:
The Lincoln Avenue Street Rehabilitation Project between Wilcox Avenue and North 18th Street is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, Class 1 – Existing Facilities. The proposed improvements include pavement rehabilitation, roadway resurfacing, striping, and related accessibility and safety improvements within the existing public right-of-way.

Lead Agency Contact Person: Cesar Roldan Area Code/Telephone/Extension: (323) 887-1462

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: _____ Date: 5/27/26 Title: Director of Public Works

☒ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

Revised 2011

ITEM # 18

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: **APPROVE SUBMISSION OF AN APPLICATION TO THE STATE OF CALIFORNIA NATURAL RESOURCES AGENCY FOR THE URBAN GREENING GRANT PROGRAM**

DATE: May 27, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Authorize staff to submit an application to the California Natural Resources Agency for the Urban Greening Grant Program to purchase trees; and
2. Authorize the City Manager to sign and execute all applicable documents associated with the submittal process; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

On November 5, 2024, California voters passed the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024 (Proposition 4). The Climate Bond authorizes $10 billion in general obligation bond sales to fund projects to address climate change, protect communities and nature from its impacts, and improve the lives of Californians. Section 92530 of the Climate Bond directs funding to the California Natural Resources Agency (CNRA) for competitive urban greening grants for projects that mitigate the urban heat island effect, rising temperatures, and extreme heat impacts.

The minimum award amount is $200,000 and the maximum award amount is $5,000,000. This is a competitive grant. Staff will seek $500,000 for the purchase, labor and equipment associated with planting trees. The cost to purchase and plant 15-gallon trees typically ranges from $575 to $1,000 per tree, depending on species, site conditions, and

labor. Even though the grant focuses on 15-gallon trees, staff will seek funding to plant 24-inch box trees. The appropriate justification will be the resilience of planting 24-inch box trees in lieu of 15-gallon. The cost to plant 24-inch box trees is between $1,800 and $2,500 per tree, depending on site and equipment needs. Common concerns are complex site locations, soil amendments, staking, and irrigation/drip lines.

The City will seek a proposal from the California Conservation Corps (CCC) to assist with planting trees. Projects that propose to use the services of the CCC or Certified Local Conservation Corps (LCCs) shall receive funding preference, in accordance with section 90150 of the Climate Bond.

BACKGROUND/DISCUSSION:

The Urban Greening Grant Program will fund projects that use nature-based solutions to mitigate the urban heat island effect, rising temperatures, and extreme heat impacts in urban areas. Nature-based solutions include all the ways land can be managed to boost the health and resilience of natural systems, helping them store carbon and protect against climate change impacts, including extreme heat. Nature-based solutions that address extreme heat impacts use natural cooling strategies to limit temperature increase and urban heat islands. Examples include planting trees that provide strategic shade that serve as places of refuge during heat waves.

Funding consideration for the purchasing of trees includes the following:

- California native species should be prioritized wherever suitable.
- Species selection should also be informed by current and anticipated climatic conditions (e.g., temperature ranges, precipitation patterns, winds, etc.), community preferences, habitat provision, and natural and cultural heritage. Species diversity reduces the risk of insect and disease spread, and therefore, applicants should strive for area/jurisdiction composition that does not exceed 10% of a single species or 20% of a single genus.

In addition, species selections should comply with the following general principles:

- Use of low water, drought-tolerant plantings that comply with the Model Water Efficient Landscape Ordinance (MWELO) or local agency landscape water ordinance (if as strict or stricter than the MWELO).
- Planting trees no larger than 15 gallons in size. Exceptions may be considered on a case-by-case basis. Applicants who advance to a Full Proposal and feel their project warrants larger tree sizes may include a justification in the required plant palette.
- Avoid planting any invasive species listed on the Cal-IPC Inventory.

Round 1 of the CNRA Urban Greening Program Concept Proposal submission deadline is June 4, 2026, at 5:00 PM PST.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend the City Council authorize submission of a grant application to the California Natural Resources Agency for the Urban Greening Grant Progam for the purchase of trees and authorize the City Manager to execute all applicable documents associated with the submittal process.

ATTACHMENT(S)

None

ITEM # 19

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: **APPROVE AMENDMENT NO. 2 TO AGREEMENT NO. 3836 WITH WEST COAST ARBORIST FOR CITYWIDE TREE GRID PRUNING, TREE REMOVALS, TREE PLANTING, AND EMERGENCY SERVICES**

DATE: May 27, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Amendment No. 2 to Agreement No. 3836 between the City of Montebello and West Coast Arborists to add additional scope of work for the Part-Time Urban Forestry Program Advisor; and
2. Approve an amendment to the adopted Fiscal Year 2025-26 budget by increasing appropriations by $79,000 in Account No. 100-30-320-6040.15 (General Fund, Public Works, Trees, Contract Services - Tree Trimming); and
3. Authorize the City Manager to execute Amendment No. 2 on behalf of the City; and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

West Coast Arborists (WCA) currently provides citywide tree grid pruning, tree removals, tree planting, and emergency tree services for the City. The current annual not-to-exceed amount for Fiscal Year 2025-26 is $557,865.

Staff request approval of Amendment No. 2 (Attachment A) to Agreement No. 3836, which would amend the scope of work to add Part-Time Urban Forestry Program Advisor services (Attachment B) for an annual not-to-exceed amount of $79,000. With the execution of this amendment, the total annual not-to-exceed amount for Agreement No. 3836 for Fiscal Year 2025-26 will increase to $636,865.

The proposed agreement amendment will also require amending the adopted Fiscal Year 2025-26 budget by increasing appropriations by $79,000 in Account No. 100-30-320-6040.15 (General Fund, Public Works, Trees, Contract Services - Tree Trimming). Agreement No. 3836 — per Amendment No. 1 — expires in October 2026.

BACKGROUND/DISCUSSION:

On October 14, 2020, the City entered into Agreement No. 3836 (Attachment D) with West Coast Arborists for citywide tree maintenance, tree removal, tree replacement, and emergency response services. Since that time, WCA has continued to provide responsive and satisfactory service to the City.

On September 24, 2025, the City Council approved Amendment No. 1 (Attachment C) to Agreement No. 3836, which extended the term of the agreement by one (1) year through October 14, 2026, and increased the annual not-to-exceed amount to address increased service demands.

As the City continues to expand and enhance its urban forestry initiatives, staff have identified the need for additional professional advisory support to assist with implementation of the City's Urban Forest Management Plan (UFMP), community outreach efforts, urban forestry coordination, and long-term sustainability planning. To maintain continuity of services while minimizing impacts to daily Public Works operations, staff are recommending the addition of Part-Time Urban Forestry Program Advisor services through WCA.

Under the proposed amendment, WCA will provide a dedicated part-time advisor to support the City's urban forestry programs in areas including urban forest planning, tree inventory and site evaluation, tree species selection, nursery stock quality review, community engagement, program oversight, grant and funding identification, and coordination with City staff. Services will also include assisting residents with tree-related concerns, supporting public education and outreach efforts, and providing recommendations to improve urban canopy coverage and species diversity throughout the City.

The proposed advisor will work a fixed part-time schedule of three days per week and will remain an employee of WCA. Services will be provided on an hourly basis with total annual compensation not-to-exceed $79,000. The role will remain strictly advisory and coordination-oriented in order to avoid any real or perceived conflict of interest.
Staff believe these additional services will provide valuable technical expertise and program support to further the City's urban forestry goals and improve the overall effectiveness and sustainability of City tree programs.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend City Council approval of Amendment No. 2 (Attachment A) to Agreement No. 3836 with West Coast Arborists to add Part-Time Urban Forestry Program Advisor services for an annual not-to-exceed amount of $79,000, increasing the total annual not-to-exceed amount for Fiscal Year 2025-26 to $636,865. Staff also recommend amending the Fiscal Year 2025-26 budget by increasing appropriations by $79,000 in Account No. 100-30-320-6040.15 (General Fund, Public Works, Trees, Contract Services - Tree Trimming).and authorizing the City Manager to execute Amendment No. 2 on behalf of the City.

ATTACHMENT(S)

1. Attachment A - Amendment No. 2 to Agreement No. 3836
2. Attachment B - Proposal for PT Arborist Advisor 2026
3. Attachment C - Amendment No. 1 - West Coast Arborists, Inc. - Agr. No. 3836
4. Attachment D - West Coast Aborists, Inc 3836

CITY OF MONTEBELLO

AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT NO. 3836
WITH WEST COAST ARBORIST, INC.

This Amendment No. 2 to the Professional Services Agreement ("Amendment No. 2"), is made and entered into this 27th day of May 2026 ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation, (hereinafter referred to as the "City") and WEST COAST ARBORIST, INC. (hereinafter referred to as the "Contractor"). The City and the Contractor are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Contractor and the City entered into that certain Agreement for tree maintenance, removal, and replacement services, citywide, dated October 14, 2020 ("Agreement"); and

WHEREAS, Section 2 provides the Parties may extend the Agreement for up to two (2) additional, one-year periods; and

WHEREAS, the City desires to extend the Agreement for one additional one-year period, and wishes to increase the compensation for this one-year period to an annual not-to-exceed amount of $636,865; and

WHEREAS, City staff have identified the need for additional professional advisory support to assist with implementation of the City's Urban Forest Management Plan (UFMP).

WHEREAS, to address the need for additional professional advisory support to assist with implementation of the City's UFMP, community outreach efforts, urban forestry coordination, and long-term sustainability planning, the City requires the addition of a Part-Time Urban Forestry Program Advisor.

WHEREAS, for the reasons set forth herein, the City and Contractor desire to enter into this Amendment No. 2, as set forth below.

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

AMENDMENT

SECTION 1. **RECITALS**. The foregoing recitals are true and correct, and incorporated by the Parties as a substantive part of this Amendment No. 2.

SECTION 2. **SERVICES/COMPENSATION**. Through this Amendment No. 2, the Parties hereby agree to amend Section 1(D) of the Agreement to increase the total not-to-exceed

compensation amount from Five Hundred Fifty-Seven Thousand Eight Hundred and Sixty-Five Dollars ($557,865.00) to Six Hundred Thirty-Six Thousand Eight Hundred and Sixty-Five Dollars ($636,865.00).

SECTION 3. **SERVICES/COMPENSATION**. Through this Amendment No. 2, the Parties hereby agree to amend Section 1(B) of the Agreement to incorporate the services listed in Contractor's "Proposal for Part-Time Urban Forestry Program Advisor Services."

SECTION 4. **TERM**. Through this Amendment No. 2, the Parties hereby agree to amend Section 2 of the Agreement to exercise the one-year extension of the Agreement term, hereby extending the expiration date from October 14, 2026, to December 31, 2027.

SECTION 5. **INCORPORATION OF REMAINING TERMS**. Except as expressly modified or supplemented by this Amendment No. 2, all other provisions of the Agreement shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No. 2 and the provisions of the Agreement, the provisions of this Amendment No. 2 shall control.

[*END OF AMENDMENT NO. 2*]

[**SIGNATURES ON THE FOLLOWING PAGES**]

IN WITNESS WHEREOF, the Parties execute this Amendment No. 2 to take effect as of the Effective Date identified above.

("CITY")
CITY OF MONTEBELLO

Raul Alvarez, City Manager

Dated: _____

("CONTRACTOR")
WEST COAST ARBORIST

Patrick Mahoney, President

Dated: _____

ATTEST:

Kimberly Guillen
Director of City Clerk Services

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman
City Attorney

May 12, 2026

City of Montebello
ATTN: James Coiner
Deputy Director of Public Works
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Proposal for Part-Time Urban Forestry Program Advisor Services

Dear Mr. Coiner,

Thank you for the opportunity to continue supporting the City of Montebello's urban forestry initiatives. WCA is pleased to submit a proposal for Part-Time Urban Forestry Program Advisor services, with an annual not-to-exceed amount of $79,000.

WCA understands the City's desire to maintain continuity and support for its urban forestry programs while minimizing impacts on day-to-day Public Works operations. In response, WCA proposes to provide dedicated advisory and program support services focused on urban forest planning, community engagement, tree program coordination, and long-term sustainability.

The Part-Time Urban Forestry Program Advisor will provide services, including but not limited to, the following:

Urban Forestry Program Support

- Assist with the implementation and ongoing refinement of the City's Urban Forest Management Plan (UFMP)
- Provide technical input on urban forestry best practices, policies, and long-term planning strategies
- Support alignment of tree programs with City sustainability goals and applicable regulatory requirements
- Review and provide feedback on draft UFMP updates and related planning documents

Tree Inventory and Site Evaluation

- Conduct general field observations of public trees to assess overall health trends and maintenance requirements
- Identify and validate potential tree planting locations throughout the City
- Provide recommendations to improve urban canopy coverage and species diversity

West Coast Arborists, Inc.
2200 E. Via Burton Street • Anaheim, CA 92806 • 714.991.1900 • 800.521.3714 • Fax 714.956.3745

Tree Selection and Nursery Stock Quality

- Recommend tree species suited to site conditions, climate resilience, and long-term sustainability
- Review and assess nursery stock quality for City planting programs
- Provide guidance on proper planting practices and establishment standards

Community Engagement and Resident Support

- Meet with residents about tree-related requests, concerns, and program opportunities
- Provide public education on tree care, urban forestry benefits, and maintenance practices
- Support outreach efforts associated with tree planting and urban greening initiatives
- Assist with coordinating and distributing trees to residents as part of City programs

Program Oversight and Advisory Support

- Provide general guidance regarding tree program performance and outcomes
- Monitor and report on overall tree health trends and program effectiveness.
- Offer long-term strategic recommendations to support urban forest sustainability

Coordination with City Staff

- Collaborate with City staff and departments on urban-forestry initiatives
- Support the integration of tree programs into broader Public Works efforts
- Assist with identifying grant opportunities, funding sources, and program improvements

Work Structure and Administrative Arrangement

To maintain operational transparency and ensure clear coordination with the City, the proposed arrangement will include the following:

- The employee will report directly to and perform work at City of Montebello facilities, using workspace designated by the City
- The employee will be integrated into City operations for day-to-day activities.
- The employee will work a fixed part-time schedule of three days per week, Monday through Wednesday, six hours per day
- The employee will remain on WCA payroll as a part-time employee.
- Services will be provided on an hourly basis and billed to the City, with total annual compensation not exceeding $79,000
- No employee benefits will be provided under this arrangement

City of Montebello
Urban Forestry Program Advisor Services

Role Limitations

To avoid any real or perceived conflict of interest, services provided under this proposal will remain strictly advisory, planning, coordination, and community-support oriented.

WCA appreciates the opportunity to partner with the City of Montebello to support and enhance its urban forestry programs. We look forward to continuing our collaboration and are available to answer any questions or provide any additional information needed for Council consideration.

Sincerely,

Victor Gonzalez
Vice President, Business Development

CITY OF MONTEBELLO

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 3836
WITH WEST COAST ARBORIST, INC.

This Amendment No. 1 to the Professional Services Agreement No. 3836 ("Amendment No. 1"), is made and entered into this 24th day of September, 2025, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and WEST COST ARBORIST, INC. (hereinafter referred to as the "CONTRACTOR"). The City and the Contractor are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the CONTRACTOR and the CITY entered into that certain Agreement No. 3836 for tree maintenance, removal and replacement services, citywide, dated October 14, 2020 ("Agreement"); and

WHEREAS, Section 2 provides the Parties may extend the Agreement for up to two (2) additional, one-year periods; and

WHEREAS, the City desires to extend the Agreement for one additional one-year period, and wishes to increase the compensation for this one-year period of an additional 10%; and

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

AMENDMENTS

SECTION 1. Services/Compensation. Section 1(D) of the Agreement is hereby amended in its entirety and replaced as follows:

"The CONTRACTOR shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as Exhibit "B" and incorporated fully herein by this reference ("Compensation") in an annual amount not-to-exceed Four Hundred Sixty Thousand Dollars and 00/100 Cents ($460,000.00). CONTRACTOR shall provide an itemized billing statement to the CITY each month for Professional Services performed. CONTRACTOR shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY. Cost of living adjustments may be requested by CONTRACTOR and negotiated by the Parties beginning July 1, 2022; provided that if granted by CITY, such adjustment shall not-exceed five percent (5%) per year thereafter. Beginning on the sixth year of the term, provided that if granted by CITY, such adjustment shall not-exceed an additional ten percent (10%) per year thereafter."

SECTION 2. Term. Section 2 of the Agreement is hereby amended in its entirety and replaced as follows:

"This Agreement shall commence upon issuance of a written "Notice to Proceed" by the CITY ("Effective Date") and shall expire six years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to one (1), additional one-year (1) term upon such terms and conditions mutually agreed upon by the Parties in writing."

SECTION 3. INCORPORATION OF REMAINING TERMS. Except as expressly modified by this Amendment No. 1, all other provisions of the Agreement shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement, the provisions of this Amendment No. 1 shall control.

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

("CITY")

CITY OF MONTEBELLO

Raul Alvarez (Sep 30, 2025 17:16:23 PDT)

Raul Alvarez, City Manager

("CONTRACTOR")

WEST COST ARBORIST, INC.

Patrick Mahoney (Sep 30, 2025 16:38:36 PDT)

Patrick Mahoney, President

ATTEST:

Kimberly Guillen (Oct 2, 2025 14:01:45 PDT)

Kimberly Guillen, Director of City Clerk Services

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman

Arnold M. Alvarez-Glasman (Oct 1, 2025 18:31:59 PDT)

Arnold M. Alvarez-Glasman, City Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/26/2025

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

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

Holder Identifier :

PRODUCER
Aon Risk Insurance Services West, Inc.
Los Angeles CA Office
707 Wilshire Boulevard
Suite 2600
Los Angeles CA 90017-0460 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Property & Casualty Ins Co of Hartford	34690
INSURER B:	Hartford Fire Insurance Co.	19682
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
West Coast Arborists, Inc.
2200 E Via Burton
Anaheim CA 92806 USA

COVERAGES **CERTIFICATE NUMBER:** 570113701199 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY			72ECSS89301	07/01/2025	07/01/2026	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR			SIR applies per policy terms & conditions			DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							
B	AUTOMOBILE LIABILITY			72 CSE S89302	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			72WNS89300	07/01/2025	07/01/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A			Workers Comp AZ CA,TX			E.L. EACH ACCIDENT	$2,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$2,000,000
							E.L. DISEASE-POLICY LIMIT	$2,000,000

Certificate No : 57011370119

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re:City of Montebello is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER

City of Montebello
1700 West Victoria Avenue
Montebello CA 90640 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT	WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(sJ	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT	WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section** II - **Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

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

Named Insured: WEST COAST ARBORISTS, INC.

Endorsement Effective Date: 07/01/2025

SCHEDULE

Name Of Person(s) Or Organization(s):
WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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Amendment No. 1 - West Coast Arborists, Inc. - Agr. No. 3836

Final Audit Report 2025-10-02

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CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 3836

BY AND BETWEEN

CITY OF MONTEBELLO
AND

WEST COAST
ARBORIST, INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on Oct. 14, 2020, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and West Coast Arborist, Inc., a California corporation (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, CITY desires to retain a qualified professional contractor to provide tree maintenance, removal, and replacement services citywide ("Project"); and

WHEREAS, Section 3.20.125 "Piggyback purchasing agreements" of Chapter 3.20 "Purchasing System" of the Montebello Municipal Code authorizes CITY to enter into contracts with vendors and contractors for the purchase of supplies and services the pricing and terms of which have been previously established as a result of competitive bidding or negotiation by another local, county, state, federal or other public entity provided that certain conditions have been met, including but not limited to determining that the purchase conforms to CITY's specifications for the item or service, and provided that the estimated price for the purchase is lower than estimated for the purchase if made directly by CITY; and

WHEREAS, CITY desires to piggyback off of the City of Chino Hills Request for Proposal (RFP) and resulting agreement with CONTRACTOR awarded on or about October 8, 2019 to provide citywide urban forest management, attached hereto as **Exhibit "A"** and incorporated herein by this reference; and

WHEREAS, CITY has determined that the City of Chino Hills's RFP and resulting agreement conforms to CITY's required specifications for the contemplated Project and the estimated price for purchase is lower than estimated had CITY proceeded through its own competitive bidding procedure; and

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

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

SECTION 1. SERVICES / COMPENSATION.

A. Except as otherwise expressly set forth herein, all terms, conditions, requirements, and provisions of the original City of Chino Hills' RFP and resulting agreement with CONTRACTOR for urban forest management (attached hereto as Exhibit "A"), are incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. CONTRACTOR shall provide to CITY those tree maintenance, removal, and replacement services that are set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. CONTRACTOR shall complete a tree inventory within the first six (6) months of receipt of CITY's written Notice to Proceed at no charge to CITY.

D. CONTRACTOR shall be shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation") in an annual amount not-to-exceed **Four Hundred Sixty Thousand Dollars and 00/100 Cents ($460,000.00)**. CONTRACTOR shall provide an itemized billing statement to the CITY each month for Professional Services performed. CONTRACTOR shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY. Cost of living adjustments may be requested by CONTRACTOR and negotiated by the Parties beginning July 1, 2022; provided that if granted by CITY, such adjustment shall not-exceed five percent (5%) per year thereafter.

SECTION 2. TERM.

This Agreement shall commence upon issuance of the written Notice to Proceed by CITY ("Effective Date") and shall expire five (5) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2), additional, one-year (1) terms upon such terms and conditions mutually agreed upon by the Parties in writing.

SECTION 3. PERFORMANCE.

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

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

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

supervisory chain of command.

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

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

SECTION 4. PREVAILING WAGES.

a. Pursuant to Labor Code Section 1720, and as specified in 8 California Code of Regulations Section 16000, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.

b. In accordance with Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at http://www.dir.ca.gov/DLSR/PWD. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.

c. CITY directs CONTRACTOR's attention to Labor Code Sections 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.

d. Labor Code Section 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five (1:5) except:

i. When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of fifteen percent (15%) in the 90 days before the request for certificate; or

ii. When the number of apprentices in training in the area exceeds a ratio of one to five (1:5); or

iii. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or

iv. When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

e. CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

f. CONTRACTOR and any subcontractor must comply with Labor Code Sections 1777.5 and 1777.6 in the employment of apprentices

g. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, or from the Division of Apprenticeship Standards and its branch offices.

h. CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.

i. CONTRACTOR and its subcontractors must be registered and remain registered with the California Department of Industrial Relations (DIR) throughout the term of this Agreement in accordance with the California Labor Code, including Labor Code Section 1771.1, and any successor or replacement provision thereto.

SECTION 5. WORK PRODUCT.

a. CONTRACTOR hereby agrees that all work product produced pursuant to this Agreement, and provided to CITY during and upon completion of this Agreement, shall be the property of CITY, and ownership of said work product shall be retained by CITY. 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.

b. 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 CITY. CITY shall grant such consent if disclosure is legally

required. All such written products shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

No extra services over and above those expressly provided for herein shall be rendered by CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by CITY's City Manager ("City Manager") and/or his/her authorized designee.

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

b. Termination For Convenience. CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to CONTRACTOR. Upon the termination of this Agreement as provided herein, CITY 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 CITY, 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 CITY with adequate proof that CONTRACTOR incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by 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.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 12. PERS ELIGIBILITY INDEMNITY.

a. In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY 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 CITY.

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

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

general aggregate limit applies, the limit shall be twice the required occurrence limit.

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

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

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

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

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

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

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

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

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

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail

written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

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

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

Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as fall performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

SECTION 16. 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 CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of CONTRACTOR and shall not bind or purport to bind CITY 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.

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

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

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

SECTION 21. MISCELLANEOUS.

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

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

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

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

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

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

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered 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:

James Enriquez, P.E.
Director of Public Works / City Engineer
Public Works Department
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640
E-mail: jenriquez@cityofmontebello.com

SECTION 23. 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.

SECTION 24. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be

performed by CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

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

SECTION 25. ENTIRE AGREEMENT.

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

CITY OF MONTEBELLO
("CITY")

Salvador Melendez, Mayor

Dated: 10/13/2020

West Coast Arborist, Inc.
("CONTRACTOR")

(Signature)

Patrick Mahoney
Printed Name

Title: President

Dated: 10/13/2020

ATTEST:

Irma Barajas
City Clerk

APPROVED AS TO FORM:

Arnold Alvarez-Glasman
City Attorney

Exhibit "A"

City of Chino Hills RFP/Agreement Documents

City of
Chino Hills

REQUEST FOR PROPOSALS

TREE MAINTENANCE SERVICES

PROPOSALS MUST BE RECEIVED
BY
2:00 PM
ON THURSDAY, SEPTEMBER 5, 2019

City of Chino Hills
City Clerk's Office
14000 City Center Drive
Chino Hills, CA 91709

City of Chino Hills
Request for Proposals
Tree Maintenance Services

Date:	August 20, 2019	
Department:	Public Works	
Project Name:	Tree Maintenance Services	
Proposal Due Date:	Thursday, September 5, 2019	Time: 2:00 P.M.

Proposals must be submitted to:

City of Chino Hills
City Clerk's Office
Attn: Mary Grunder
14000 City Center Drive
Chino Hills, CA 91709

Due Date and Delivery:

Proposals must be for the entire scope of services outlined in this RFP. Incomplete proposals will not be considered. The proposer shall submit a package clearly marked on the outside as **"Tree Maintenance Services"** to the City Clerk's Office. The package shall contain the following:

- Three (3) copies and one (1) electronic copy of the proposal (flash drive is the preferred method) Emails are not accepted;
- One (1) original of the cost proposal in a separate sealed envelope clearly marked "Sealed Cost Proposal for Tree Maintenance Services"; and
- A signed W-9 and General Vendor and Subcontractor Information Form (Attachment 2).

Proposals must be received by the City Clerk's Office **no later than 2:00 p.m. Thursday, September 5, 2019.** Submissions received after this deadline will be rejected. Submissions by facsimile or electronic mail will not be accepted.

A. General Information:

The City of Chino Hills ("City") is requesting proposals from qualified firms or individuals to provide services for maintenance, GPS tree inventory, removal and replacement of trees, as needed, within the City's Urban Forest. The City has approximately 42,000 street, slope and park trees that comprise its Urban Forest.

All firms submitting bid proposals must hold a valid State California C-27 and a C-61/D49 Contractor's License. Both licenses must be in good standing for the previous seven (7) consecutive years without any official unresolved record of complaints registered or filed with

the Board or California Department of Consumer Affairs. Additionally, this contract requires a valid California State Pest Control License.

B. Description of the Government:

The City of Chino Hills is a General Law City in the State of California and is located in the Southwestern portion of San Bernardino County. The City was incorporated on December 1, 1991, and operates under a council-manager form of government. The City is a community consisting of approximately 45 square miles with an estimated population of 80,676. The City operates as a "contract city" utilizing contracts with other government entities, private firms and individuals to provide many traditional municipal services to the community. Contracted services include police, city attorney, animal control, and refuse collection.

C. Background

The City of Chino Hills requires the services of a contractor for tree maintenance services. The City currently has a tree inventory over 42,000 trees. Trees are located on streets, slopes and parks. Staff will recommend that the successful contractor be awarded a three-year agreement with two, one-year renewable options. Proposer must be registered with the Department of Industrial Relations or proposal will be rejected.

D. Addendum

If it becomes necessary to revise any part of this RFP, an addendum to the RFP will be published and distributed through the City's website. All addenda shall become a part of the RFP document requiring acknowledgment by the proposer.

E. Evaluation and Selection

Below is a tentative schedule of this RFP process. While the City will attempt to apply the necessary resources to maintain this schedule, the following dates are merely projections and the City reserves the right to modify this schedule as needed to accommodate the completion of this RFP process.

TENTATIVE PROJECT SCHEDULE	
RFP Published:	August 20, 2019
Questions from Proposers Due:	August 30, 2019
Questions and Answers Posted:	September 3, 2019
Proposals Due:	September 5, 2019
Initial Review of Proposals by Panel:	September 9 – 13, 2019
Anticipated Contract Award:	October 8, 2019
Begin Maintenance Services	October 9, 2019

F. Questions

Please direct any questions or concerns to Mary Grunder, Management Analyst II at mgrunder@chinohills.org. Only questions with **"Tree Maintenance Services"** in the subject line will be accepted. All inquiries shall be submitted in writing. Questions will not be answered over the phone. Answers to pertinent submitted questions will be posted on the City's website.

G. Scope of Work:

The Scope of Work is defined in Exhibit A. The proposal must address how the Contractor will deliver the indicated services. Project tasks shall include, but are not necessarily limited to, those items in Exhibit A. If the contractor believes that additional tasks are warranted, they must be clearly identified in the contractor's proposal as an "Add Alternate".

H. Deliverables:

The successful proposer shall provide:

1. Cover Letter

   The Cover Letter shall be addressed to Mary Grunder, Management Analyst II, and at a minimum, must contain the following:

   a. Identification of firm, including name, address, and telephone number.
   b. California Secretary of State Entity and DIR Numbers.
   c. Name, title, address, and telephone number of contact person during period of proposal evaluation.
   d. Statement to the effect that the proposal shall remain valid for a period of not less than 120 calendar days from the date of submittal.
   e. Signature of a person authorized to bind the firm to the terms of the proposal.

2. Executive Summary

   In a brief narrative, describe the proposed solution by setting forth the overall approach and plans to meet the requirements of the RFP. The intent of this narrative is to convey to the City that the firm understands the objective of the requested service, the nature of the work, and the level of effort necessary to successfully provide the defined services. The narrative should stipulate how the firm's approach and plans to provide the services are appropriate to the tasks involved.

3. Methodology

   Provide a detailed description of the approach and methodology to be used to accomplish the work described in Exhibit A of this RFP. The methodology shall include:

   a. Describe the firm's approach to managing the project, including an implementation plan that describes in detail the specific plans to manage, control, and supervise the project in order to ensure satisfactory provision of services.

b. Provide a detailed description of the specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in Exhibit A.

c. Provide a detailed description and/or examples of your quality control procedures that ensures all work products delivered to the City (i.e., drafts and final versions) are of high-quality, accurate and have been thoroughly reviewed prior to delivery to the City.

d. Provide a completed "Exhibit B – Pricing Sheets."

4. References

Provide at least three (3) references, past and present, using the same services of equivalent or greater scope as being proposed. Indicate the scope of work, date, contract amount, and the name, email address, and telephone number of the client contact. Also, provide a complete list of other municipalities in California utilizing your services over the past five (5) years.

5. Required Statements

a. A statement that all charges for services will be a "Not-To-Exceed" fee, as submitted with and made part of said contractor's quote.

b. A copy of the contractor's hourly rate schedule and a written statement that said hourly rate schedule is part of the contractor's quote for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.

c. A written statement by the contractor that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In case of conflict between federal, state, or local laws or regulations, the strictest shall be adhered to.

d. A written statement by the contractor shall allow all authorized federal, state, county, and the City official's access to place of work, books, documents, papers, fiscal, payroll materials, and other relevant contract records pertinent to this project. All relevant records shall be retained for at least three (3) years.

e. A written statement that the contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

f. A written statement that the contractor shall comply with the California Labor Code., pursuant to said regulations entitled: Federal Labor Standards provisions; Federal Prevailing Wage Decision; and State of California Prevailing Wage Rates.

g. A written statement that the contractor shall comply with the Copeland Anti-kickback Act (18 USC 874 C) and the implementation regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

6. Required Forms: Exhibit B, Pricing Sheets, Attachment No.1 and Attachment No. 2 must be included in the proposal.

I. Administrative Elements:

1. The contractor shall assign a responsible representative and an alternate to perform the assigned tasks. Both staff members shall be identified in the proposal. The contractor's representative will be responsible for all duties from contract negotiations through project completion. If the primary representative is unable to continue with the project, then the alternate representative will become the primary representative. Any other changes in responsible representative must be approved, in advance, by the City. The City will have the right to reject other proposed changes in personnel and may consider any other changes in responsible personnel a breach of contract.

2. The contractor shall provide all necessary personnel, instruments, equipment, and materials to perform the described services.

3. The City reserves the right to accept or reject any or all proposals or to waive any defects or irregularities in the proposals or selection process.

4. Proposals will be evaluated on the basis of the response to all provisions of this RFP. Since this solicitation is an RFP as opposed to a Bid, pricing alone will not constitute the entire selection criteria. The City may use some or all of the following criteria and corresponding percentages in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance. The City reserves the right to modify the evaluation criteria and percentage of score as deemed appropriate prior to the commencement of evaluation.

After selecting the highest qualified scorer, the City will negotiate the final agreement terms. If the City and the Proposer are unable to come to mutual terms, the City reserves the right to negotiate with the next highest rated proposer(s), or re-issue the RFP.

POTENTIAL PROPOSAL EVALUATION CRITERIA	
EVALUATION CRITERIA	**PERCENTAGE OF SCORE**
Approach to the work including task breakdown as related to the scope of work described in this RFP.	35%
Proposer's experience and technical competence, understanding of the project, and subject matter expertise on similar projects of equal complexity.	25%
Reference and the Proposer's willingness to agree to all terms of the Maintenance Services Agreement, and available resources to perform the requested services.	25%
Cost Factors	15%

J. Agreement for Maintenance Services:

The City has provided a copy of the Agreement for Maintenance Services. Please review this agreement and provide the City with a written statement of your firm's willingness to accept the terms of the agreement. **Please specifically identify each and every term of the agreement which your firm is unwilling to accept and the reason therefore (See Exhibit C). Please provide proposed Compensation and Scope of Work Exhibits with your proposal.**

K. Insurance:

Within three (3) business days of successful selection, contractor must provide the City with Certificates of Insurance providing coverage as outlined in Section 7 of the Agreement for Maintenance Services naming the City, its agents and officers as additional insureds by written endorsement.

L. Business License:

The successful contractor(s) and any sub-contractors are required to obtain a City Business License prior to award of Contract, and to maintain the license for the entire term of the Agreement. The Business License is not a prerequisite for submission of a proposal.

M. Subcontracting:

The Proposer may utilize the services of specialty subcontractors on those parts of the work that, under normal contracting practices, are performed by specialty subcontractors. Subcontractors that are utilized by the proposer may not be responsible for more than 50 percent of the total work on any given project. Unless a specific subcontractor is listed by Proposer, Proposer is representing to City that Proposer has all appropriate licenses, certifications, and registrations to perform the work hereunder.

After submission of their proposal, the Proposer shall not award work to any unlisted subcontractors(s) without prior written approval of the City. The Proposer shall be fully responsible to the City for the performance of their subcontractors and of persons either directly or indirectly employed by them.

Nothing contained herein shall create any contractual relation between any subcontractors and the City.

N. Public Information:

All materials received relative to this RFP will become public information and be available for inspection after the award of contract. The City reserves the right to retain all proposals submitted, whether or not the proposal was selected or judged to be responsive.

O. Attachments:
Exhibit A – Scope of Work
Exhibit B – Pricing Sheets
Exhibit C – Sample Maintenance Services Agreement
Attachment No. 1 – Contractor's Organization Statement and Performance History
Attachment No. 2 – General Vendor and Subcontractor Information Form

EXHIBIT A – SCOPE OF SERVICES
URBAN FOREST MANAGEMENT
REQUEST FOR PROPOSAL & SPECIFICATIONS

I. GENERAL INFORMATION

The City of Chino Hills is soliciting Requests for Proposals from qualified firms to provide services for maintenance, GPS tree inventory, removal and replacement of trees, as needed, within the City's Urban Forest. The City has approximately 42,000 street, slope and park trees that comprise its Urban Forest.

The purpose of this maintenance contract is to provide the City with the best possible tree care to maintain the City's Urban Forest at a level expected by the City's residents, City Council, City staff, and visitors of the community. The selected firm will work closely with the City staff to insure the most appropriate care and maintenance of the City's Community Forest with sensitivity to the City, its residents and visitors.

It is the intent of the City to award a three-year contract to the selected firm. The City reserves the right to further negotiate the terms and conditions of the contract. The City shall preserve the right to reject any proposal for noncompliance with contract requirements and provisions, or to not award a contract because of unforeseen circumstances or if it is determined to be in the best interest of the City. This project will be awarded based on demonstrated ability and performance providing similar services at a fair and reasonable cost. This contract may not be awarded to the lowest bidder. The City Council will approve as part of the annual budget an annual contract amount. The City does not guarantee a specific amount of work and the quantity of work may increase or decrease depending on the annual needs of the Urban Forest.

The Contractor, at the City's direction, shall perform tree, and other woody plant maintenance, removal & occasional replacement services in accordance with the statement of work described herein and all applicable American National Standards Institute (ANSI) and International Society of Arboriculture (ISA) standards at various sites. The work performed on this contract as directed by City staff (including: watering, pruning, removal, plant health care and replacement of trees and plants, GPS tree inventory collection and software usage and arborist consulting services) is routine, recurring and usual. The rates in the Cost Proposal must be based on prevailing wage determination "Tree Maintenance Laborer". Additionally, all vendors will be required to be registered with the Department of Industrial Relations (DIR) prior to proposal submittal. All work will require a submission of certified payroll records to the DIR.

Performance Bond and Payment (Labor and Materials) Bond Requirements. Within the time specified in the Contract Documents, the Contractor to whom a Contract is awarded shall deliver to the City four identical counterparts of the Performance Bond and Payment (Labor and Materials) Bond in the form supplied by the City and included in the Contract Documents. Failure to do so may, in the sole discretion of City, result in the forfeiture of the Contract Award. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Performance bond shall be for ten percent (10%) of the amount of the total annual compensation indicated in the Maintenance Services Agreement. The Payment bond (Labor and

Materials) shall be for one hundred percent (100%) of the total annual compensation indicated in the Maintenance Services Agreement.

The term of this contract shall be for three years. The City, at its option and with Contractor concurrence, may renew this contract for additional two year periods, in one year increments, on the same terms and conditions as provided herein. This option may be exercised only if the Contractor demonstrates superior performance in the provision of tree maintenance services during the prior three year contract term.

City is solely and actively responsible for the selection of trees to be maintained and the designation of the type and timing of the work to be performed. Contractor agrees to indemnify, hold harmless and defend, City its officials, officers, employees, and agents from any and all liability or financial loss, including but not limited to, legal expenses, resulting from any suits, claims, losses or actions brought by any person or persons, by reason of injury and arising solely from any wrongful or negligent acts or omissions of Contractor, including its officers, agents, employees, subcontractors, or any person employed by Contractor in the performance of this agreement.

II. INSURANCE

Required Insurance Policies. Without limiting Contractor's indemnification of the City and prior to commencement of work, the Contractor shall obtain, provide, and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

A. Comprehensive General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $20,000,000 per occurrence, $25,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

B. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers. Should the Contractor be a sole proprietor, the Contractor will have to complete and submit a declaration of sole proprietor form to the City in lieu of proof of Workers' Compensation as it is not required for sole proprietors.

C. Professional Liability. In the event that the City requires arborist services, Contractor shall provide proof of professional liability insurance. (errors and omissions insurance.) Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective

date of this agreement and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

D. Automotive Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $5,000,000 combined single limit for each accident.

E. Other Insurance Provisions. For any claims related to this project or service, the Contractor's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess to the Contractor's insurance and shall not contribute with it. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, agents and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connections with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Civil Code 27882(b). General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

2. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

3. Each insurance policy required by this clause shall be endorsed to state that the City shall receive not less than thirty (30) days' prior written notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of any policies of insurance required hereunder.

4. Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

5. Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of noncompliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

6. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officials, agents, officials, employees, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

F. Additionally Insured Status. General liability policies shall provide or be endorsed to provide that Agency and its officers, officials, employees, and agents shall be additional insured under such policies. The provision shall also apply to any excess liability policies.

G. Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work under this Agreement by Contractor, its agents, representatives, employees, subcontractors or subconsultants.

H. City's Rights of Enforcement of Contract Provisions. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

I. City's Right to Revise Requirements. City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90) day advance written notice of such change. If such changes results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's Compensation.

J. Original Certificates and Amendatory Endorsements. Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by the City. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

K. Additional Insurance. Further, Contractor shall obtain any additional kinds and amounts of insurance which, in its own judgment, may be necessary for the proper protection of any of its officers', employees', or authorized subcontractors' own actions during the performance of this Agreement.

III. TREE MAINTENANCE SERVICES COMPANY SELECTION CRITERIA

The City will evaluate and rank proposals based on selection criteria. Any proposal may be rejected if it is conditional, incomplete or contains irregularities. Minor or immaterial irregularities in a proposal may be waived. Waiver of an irregularity shall in no way modify the Request for Proposals nor affect recommendation for award of the Contract. The proposal should provide information for the City to evaluate the company on the following criteria:

- Ability of the Contractor to provide innovative approaches and techniques in the delivery of services and partnering with the City to reach high quality outcomes.
- Demonstration of exceptional ability to provide a high level of quality service standards under similar conditions to institutions, private or public of similar size and area requirements.
- Quality and performance assessments of work quality and working relationships with current and recent clients that indicate high levels of satisfaction and effectiveness.
- Ability to mobilize and abate as directed by City staff in a timely fashion.
- Proven competencies in the effective and efficient use of natural resources, implementation of best management practices.
- Policies that provide highly trained, competent staff at every level of the organization.
- Demonstration of a high level of stability and long term high quality performance of the Contractor.
- Contractor must provide a copy of the most recent experience modification worksheet issued to them by the California Workers' Compensation Bureau (WCIRB). Safety ratings over 125 will not be accepted.
- Well organized communication systems and electronic reporting capabilities that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the City. Demonstrate the ability to electronically track inventory, pruning, asset inventory, and removals and replacements.

IV. REQUIRED QUALIFICATIONS

Award will be made to the firm who best meets the City's requirements and who offers the most advantageous combination of low price and highest qualifications for the all criteria described in this document. All firms submitting bid proposals must hold a valid State California C-27 and a C-61/D49 Contractor's License. Both licenses must be in good standing for the previous seven (7) consecutive years without any official unresolved record of complaints registered or filed with the Board or California Department of Consumer Affairs. Additionally, this contract requires a valid California State Pest Control License.

Contractor shall have OSHA certification of aerial equipment to be used throughout the term of this project. Personnel must be qualified and trained in the tree maintenance industry. This will include the staffing of a manager who shall be an ISA Certified Arborist and fluent in the English language. At all times during contracted tree maintenance activities, the firm shall have work crews on site that are represented by an English speaking supervisor who can receive and carry out instructions given by proper authorities.

Contractor should have at least five (5) similar and separate California municipal multi-year tree maintenance contracts which have been successfully completed within the last seven (7) years. Each should be of comparable size and scope of this service. These service must also include work in tree inventory(s). The proposal shall include a detailed description of their proposed inventory program along with sample reports.

At the time of award, the successful bidder must have staff that includes ISA Certified Arborist on staff, ISA Certified Tree workers on staff, ISA Tree Risk Assessment Qualified Arborist on staff, DPR Licensed Pest Control Advisor and DPR Licensed Pest Control Applicators on staff, and Wildlife Awareness trained personnel on staff.

Contractor should have a Quality Control Plan with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. The successful Contractor shall be required to comply with this quality control throughout the term of the contract. Contractors shall have a current Safety Manual that meets SB 198 requirements for injury and illness prevention.

V. CITY SPECIFICATIONS

It shall be understood that the Contractor will be required to perform and complete the proposed tree maintenance work in a thorough and professional manner, and to provide labor, tools, equipment, materials and supplies necessary to complete all the work in a timely manner that will meet the City's requirements. Contractor may be required to perform the following tree maintenance activities at various sites throughout the City;

1. Tree pruning/removal
2. Tree planting
3. Crew rental
4. Emergency response
5. Line clearance pruning
6. Clearance pruning
7. Grid pruning program
8. Tree watering
9. Small tree care
10. Palm trunk skinning
11. Root pruning
12. Specialty equipment rental
13. Arborist services/inspection
14. Foliar and pesticide treatments
15. Data entry
16. Additional work
17. Global Positioning System (GPS) Tree inventory
18. Online maintenance access*

* Online maintenance is defined as Internet access to an Urban Forestry Management tool for GPS tree inventories that includes work order tracking, ability to send work requests including but not limited to maintenance recommendations, tree conditions, pruning, planting, and removal, access to reports for tree inventory, value of the urban forest, recycling reports, live job balance, contractor equipment GPS location monitoring.

A. ANNUAL PRUNING PROGRAM

At the direction of the City, the tree pruning will be done per pre-designed districts along street segments, grids or prune routes on a set cycle to include all trees large and small. Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices), the ANSI A300 Standards and City Maintenance Standards. Contractor shall be required to furnish all supervision, labor, equipment and materials necessary to accomplish the work in accordance with the Contract. The intent of this Contract is to have all trees pruned a minimum of one time by the end of the 5-year contract period. Special projects that are difficult to access will require the need for specialty equipment (i.e., 95-foot tower). Service request pruning, or pruning to reduce and/or pruning to restore will fall under Crew Rental.

B. INSPECTION OF HAZARDOUS CONDITIONS

At the City's direction, trees shall receive routine maintenance and periodic inspections at the direction of the City administrator. The Contractor is to inspect, monitor or maintain trees unless given clear direction from City administrator. Tree problems that are clearly visible during the maintenance activities, but not considered hazardous, will be reported to the City for direction and/or further evaluation. These hazards can be discovered through both routine pruning work or through other forms of inspection. The City may direct contractor to correct hazards in a timely manner. All work history should be recorded within cities tree inventory management program.

C. TREE INVENTORY

The City of Chino Hills currently maintains the tree inventory in Arbor Access. If the proposed program is not Arbor Access, the Contractor will be required to blend the information, including historical data in order to provide continuity of information to the City.

At the City's direction, the Contractor shall provide the City with recommendations for tree maintenance, recommended planting locations, and recommended removals. Attributes to be collected by field personnel may include Address, Street, Facility, Species, Diameter, Condition, Height, recommended maintenance, overhead utilities and parkway size and type.

1. GPS Tree Inventory

The City of Chino Hills currently maintains the inventory in Arbor Access. The Contractor must use Arbor Access or equivalent program to manage the inventory.

City shall provide the most up-to-date GPS inventory data to Contractor upon award of contract. Contractor will manage the entire inventory project. The project shall include field data collection, data entry, access to the computer software, and training of City employees on the use of the system, future technical maintenance and support and as an option, conversion of the existing database. Attributes to be collected by field personnel may include, but is not limited to:

- Tree Number
- City District/Grid/LLDs/Parks/R-Areas/Residential
- Street
- Location by Address
- Location by GIS
- Species by botanical name & common name
- Tree diameter
- Tree height
- Tree condition
- Tree dollar value
- Recommended Maintenance
- Existing overhead Utilities
- Parkway Size
- Parkway Type
- Sidewalk damage

2. Mobile Application

Tree inventory program must include a mobile application for field use. All data must reflect live data as it exists in the Tree inventory program. The functionality of the mobile application shall include the following minimum requirements.

- Mobile application must be compatible with Android systems.
- Mobile application must be usable for precision mobility view as user moves through canopied areas.
- Mobile application must include multiple layering feature including aerial imagery and street names.
- Mobile application must display tree icons based on precise GPS coordinates.
- Mobile application must be able to illustrate live work history records.
- Mobile application must allow a function that permits live data updates.
- Mobile application must be updated as new work records are modified.

3. Data Experience

The Contractor should have at a minimum five (5) years of experience in collecting tree inventories for cities and other public agencies and developing inventory databases, including an extensive program that simplifies the management of the City's Urban Forest. The program should be developed based on the needs of the City and allow the City to

modify and structure the program specific to our needs. The user-friendly program should allow customers to generate a variety of reports quickly.

The Contractor must show, through documentation by records of past performance and references the Proposer's involvement in Arbor Day events and, educational outreach efforts.

4. Technical Support and Maintenance
The Contractor shall provide routine maintenance, archive, backup, restore and disaster recovery procedures as may be requested by the City. The Contractor shall provide complete support rapidly with experienced staff available to the City during the hours of 7:00 A.M. to 5:00 P.M. Monday through Friday. The Contractor shall be readily available by telephone, e-mail or may respond to the City's location within a timely manner.

VI. STANDARDS REQUIRED BY THE CITY

This service may consist of tree pruning, traffic clearance pruning, and palm pruning as specified. The following are standards that will be required of the successful proposer:

A. WORK QUALITY
All tree pruning shall comply with good arboriculture practices for the particular species of trees being trimmed and shall be consistent with the Pruning Standards and Best Management Practices as adopted by the International Society of Arboriculture. The Contractor shall also meet the requirements of the current American National Standards, Z133, entitled "Safety Requirements for Arboricultural Operation," published by the American National Standard Institute., Inc., 1430 Broadway, New York, New York 10018.

The City's administrator shall determine if the Contractor has met all pruning requirements and payment shall not be made for pruning that is not in accordance with the above standards. The Contractor shall be deemed in contract default, if they consistently fail to comply with the aforementioned standards.

B. TREE CARE STANDARDS
Prior to beginning the work, the Contractor shall review with the City administrator various methods, tools, and work scheduling to be used on the project. Unless otherwise indicated, tree pruning shall include but not be limited to accepted pruning activities.

Daily tree pruning operations shall commence no earlier than 7:00 A.M. and shall be completed each day no later than 5:00 P.M. in accordance with city ordinances.

All debris resulting from tree pruning operations shall be removed from the work site on a daily basis.

1. Grid Tree Pruning

At the direction of City staff, tree pruning per pre-designed districts, grids or prune routes on a set cycle to include all trees regardless of size. Pruning will include structural pruning and crown raising, and slight crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. No more than 25% of the foliage is to be removed at a given time. Special projects that are difficult to access, require the need for specialty equipment (i.e., 95-foot tower), service request pruning, or pruning to reduce and/or pruning to restore would fall under Crew Rental.

(a) Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements.

(b) Contractor shall notify the City forty-eight (48) hours in advance of scheduled pruning.

(c) Contractor shall provide and post "No Parking" signs twenty-four (24) hours in advance of the work.

(d) Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an English speaking supervisor experienced in tree maintenance operations. The Contractor shall be responsible for advance notification to the City at each work location of the intended tree operations. The Contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work.

(e) Contractor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. Contractor must utilize Line Clearance Qualified Tree trimmers if working within 10ft of high voltage power lines. In the event that aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company. In the event that work causes excavation, the City is responsible for properly marking the location and the Contractor is responsible for appropriate notification of Underground Service Alert (USA).

(f) No hooks, gaffs, spurs or climbers will be used for while climbing trees other than for removals and inaccessible Palms when needed.

(g) Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.

(h) Topping shall not be done unless specifically requested by the City.

(i) The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch, to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree.

(j) Cut laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least fifteen (15%) percent but no more than twenty-five (25%) percent.

(k) Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed.

(l) Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.

(m) Heading cuts and/or topping will not be allowed without city approval. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

2. Pruning for Clearance

As directed by city staff, tree pruning for traffic clearances shall provide clearances of at least fourteen (14') feet and no greater than sixteen feet (16') above finish grade for moving vehicles within the traveled roadway, (9') for pedestrians on sidewalks in accordance with standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards under "Pruning to Raise." Clearance trims are performed on a grid system or on a street-by-street basis. Clearances for adjacent structures and their connecting

utility lines (service drops), shall be determined by the City staff and conform to the following:

a. The minimum clearance under trees within the street right-of-way shall be fourteen (14') feet over the traveled road, and nine feet (9') over the curb line and the sidewalk side of the tree. When pruning the bottom branches, care shall be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.

b. Cut to laterals to preserve the natural form of the tree. Remove lateral branches at their point of origin, or shorten the length of a branch by cutting to a lateral, which is large enough to assume leadership.

c. When cutting back, avoid cutting back to small suckers. Remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed.

3. Pruning Palm Trees
Palm tree pruning shall consist of the removal of loose dead fronds, fruit clusters and other vegetation from the trunks of all palms.

The use of climbing spurs or spike shoes for the purpose of climbing palm trees is prohibited, unless specifically approved by the City administrator. The Contractor shall be required to use an aerial tower with sufficient height to reach the crown for the purpose of pruning City Palm trees. Palm Skinning is an additional service to be billed to the City.

4. Aesthetic and/or Service Request Tree Pruning
As directed by City staff, trees that need service prior to their scheduled grid trim for aesthetic purposes shall be trimmed within two weeks of notification by the City to the Contractor. Pruning will include structural pruning, crown raising, crown cleaning and crown reduction in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. The trimming shall provide a symmetrical shape and aesthetically pleasing appearance typical of the species. In addition, trees shall be trimmed to provide a minimum clearance of fourteen (14) feet over the roadway and seven (9) feet over walkways. Trees shall also be trimmed to remove any obstruction around traffic control devices, traffic signs and streetlights. Additional trimming shall be performed to mitigate any extreme effect of the clearance trimming and provide an aesthetic appearance.

The specific techniques employed shall be consistent with industry practice for the size and specific of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk

or main branch. All cuts shall be made sufficiently close, ½ inch to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree. All trees shall be thinned of smaller limbs when necessary to distribute the foliage evenly as needed.

5. Tree Removals

After the City determines that a tree requires removal, the City prepares list of trees to be removed, marks trees, notifies homeowners and submits lists to Contractor. Contractor calls Underground Service Alert (USA) and prepares internal work order. Crew removes tree and hauls all debris. Crew grinds stumps to a depth of eighteen (18") inches. All holes will be backfilled; as well as all debris cleaned up and hauled away. Special projects that are difficult to access with equipment, or require the need for a crane or an aerial tower over seventy-five (75') feet would fall under Crew Rental rates. The City Staff shall make the final determination to remove or provide public noticing for removal at a later date. Removals shall be conducted in good workmanlike manner in accordance with the standards of the arboricultural profession.

All wood from removed trees is the property of the City and shall be disposed of at the direction of city staff. No wood shall be left along public right-of-way unless approved by the City staff. All tree parts are to be loaded into transport vehicles or containers. The vehicles or containers must have the front, sides and rear solid and the top shall be tarped, or otherwise tightly enclosed. The transporting of tree parts must be made so that no debris escapes during the transport. Branches, suckers, bark and other tree parts that are chipped are to be covered while transported and hauled to the disposal site during the workday.

The City is responsible for marking trees so that they are easily identifiable by Underground Service Alert and the Contractor. The Contractor shall be required to call Underground Alert at least 2 days before stumps are to be ground out. All tree stumps must be removed to at least 18 inches below the lowest soil level adjacent to the stump, or until deep roots are no longer encountered. The Contractor shall grind the stump a minimum distance of one and a half (1½') feet either side of the outer circumference of the stump, or until surface roots are no longer encountered.

Stumps should be cut low enough to the ground where routing can be done safely. This may be accomplished by cutting the stump at the time of grinding, or at the time of tree removal except for infrastructure conflicts. Holes created by stump and root grinding must be filled the same day. The resultant chips from routing may be used to fill the hole to two (2") inches above normal ground level. All excess routing chips debris will be

removed and loaded into transport vehicle for disposal. Any damaged paved surfaces shall be restored to their original condition.

In areas where stump are not accessible with stump grinding equipment, stumps shall be flush cut as low as possible and treated with a herbicide sufficient to penetrate the cambium layer and prevent regrowth. Any regrowth will be addressed by the contractor.

6. Tree Planting

Tree planting includes the tree, stakes, ties and complete installation and watering at time of installation as directed by City staff. Planting lists should be compiled by the Inspector and submitted monthly or as needed. Contractor will guarantee the quality of the tree stock and the workmanship.

(a) Contractor shall provide all equipment, labor and materials necessary for the planting of trees throughout the City in accordance with the specifications herein.

(b) The City shall be responsible for marking locations and the Contractor will notify Underground Service Alert (USA) prior to planting.

(c) Planting pit shall be dug twice the width and the same depth of the root ball. Before placing the tree in the planting pit Contractor shall examine root ball for injured roots and canopy for broken branches. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged.

(d) Tree shall be placed in the planting pit with its original growing level (the truck flare) at the same height of the surrounding finish grade. In grass-covered parkways, the top of the root ball shall be level or slightly higher than the surrounding soil. In a concrete tree well, the root ball shall be 3 inches below the level of the finished surface of the concrete.

(e) Backfill material should be native soil. Eliminate all air pockets while backfilling the planting pit by watering the soil as it's put into the hole.

(f) Trees that are planted in parkways shall have a 4"- 6" high water retention basin built around the tree capable of holding at least ten (10) gallons of water. In a concrete tree well, soil should be raked against the edge of the concrete to create a sloping basin. Immediately after planting, the tree shall be watered thoroughly by filling the water retention basin twice.

(g) All trees shall be staked with two wooded lodge poles and two ties per pole. Minimum size of lodge poles shall be ten (10') feet long, with a one and a half (1½") inch diameter. Tree ties shall be placed at one third (⅓") and two-thirds (2/3) of the trunk height. Stakes shall not penetrate the root ball and shall be driven into the ground approximately twenty-four to thirty (24"-30") inches below grade.

(h) Trunk protectors such as Arbor-Gards or an approved equal shall be placed at the base of the trunk of all new trees immediately after planting.

(i) In some cases, root barriers may be required. The City will make this determination. Should a root barrier be required, the Contractor will install a mechanical barrier that redirects root growth downward, eliminating the surface rooting that damages expensive hardscapes and creates a hazard. The barrier shall be twelve (12") inches in depth and at a length determined by the City and placed in a circular fashion surrounding the tree's root system. Root barriers are an additional service and cost.

(j) Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.

(k) All trees shall be of good nursery stock that adheres to the American Standard for Nursery Stock as described in the current ANSI Z60.1 Standards. Trees shall be free from pests, disease and structural defects.

7. Emergency Response

The Contractor shall be required to provide emergency on call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any given time. The Contractor will be provided with locations and the work to be done at each location via telephone from a City authorized representative. Emergency work shall begin within two (2) hours of the initial telephone call.

Contractor shall be required to provide a twenty-four (24) hour emergency phone number upon award of contract. Should the contact persons or phone numbers change during the course of the contract, those changes shall be submitted to the City immediately.

Contractor shall be required to provide all necessary traffic control during the course of emergency work. Should the work involve any high voltage power lines or any utility lines the Contractor shall be required to notify the responsible utility company.

Work performed under the emergency provision of this contract shall be paid for on a crew hour basis. This shall include all labor, tools equipment, disposal fees and necessary materials.

8. Line Clearance Pruning

During the course of this contract the Contractor may be required to perform utility line clearance pruning as directed by City staff in conjunction with routine or non-routine pruning activities. The Contractor shall be required to furnish all supervision, Qualified Line Clearance tree trimmers, equipment and materials necessary to accomplish the work in accordance with the contract. The Contractor has the responsibility for compliance with safety and health standards of the California Occupational Safety and Health Act (OSHA) and all applicable rules, regulations and orders. The manager overseeing the project should be a Certified Utility Specialist and the persons completing the work shall be Line Clearance Qualified Tree workers. The competency of Contractor's personnel shall be maintained through regular training. All persons performing tree work on City trees in or around primary electrical lines shall be trained to do so in accordance the "Electrical Safety Orders" of the State of California.

9. Tree Watering

Watering is performed by a one-man crew with a water truck who will water various routes including landscape median and young trees that are three (3) years old and younger. Trees planted by the contractor will be watered, maintained and monitored for a minimum of 90 days after planting.

10. Small Tree Care

The City requires an active approach to the care of its young and newly planted trees. The Contractor shall be required to perform basic maintenance that will include but not be limited to tree well adjustments and watering, removal of weeds from tree wells, structural pruning, and re-staking when necessary.

11. Arborist Services

On occasion, the City requires tree evaluations including written reports. The vendor shall provide an hourly rate for an Arborist that can respond to the City's request(s) for the preparation of detailed arborist reports, tree risk assessment reports tree evaluations and site inspections. Reporting can be generated on as little as one tree to an entire urban forest population and is handled on a case-by-case basis.

12. Citywide Tree Risk Survey

At the city's request the vendor will be required to provide an annual or bi-annual tree risk survey. This survey will be performed in limited visual assessment method. The city will identify the location and / or selection criteria of the trees to be assessed. The trees assessed will be

documented from a drive-by perspective. All trees discovered having obvious significant defects or other conditions of concern will be documented for follow-up action. This follow-up action can include a higher level of assessment or other mitigation efforts like tree removal or pruning at the cities direction.

13. Plant Health Care
At the direction of the city the vendor shall be required to provide plant health care services including but not limited to the following; spraying, injecting, soil drenching as necessary to reduce a potentially harmful pest. This is done to maintain or improve the selected tree's appearance, vitality, and safety, using the most cost-effective and environmentally sensitive practices and treatments available. Plant Health Care involves routine monitoring and preventive treatments. All pesticide recommendations are to be made by a Pest Control Advisor in accordance with the Department of Pesticide Regulations.

PESTICIDE USAGE AND REPORTING

1. Contractor shall submit Pesticide Usage Report(s) to City at the end of each month summarizing the facilities treated, pests treated, pesticides used, pesticide application rates, man hours and equipment.

   (a) Report(s) will provide all information needed, and in a format sufficient for all annual reporting, including Integrated Pest Management (IPM) and National Pollution Discharge Elimination System.

2. City IPM Policy encourages use of the least toxic pesticide required for effective control of a given pest.

PESTS AND DISEASES

1. All trees known or suspected to be diseased/infested, Contractor shall disinfect all tools and cut surfaces after each cut and between trees.

2. For all trees with known or suspected Polyphagous Shot Hole Borer (PHSB), Fusarium, Gold Spotted Oak Borer (GSOB) or other high priority pests/pathogens as determined by the County. Contractor shall handle all debris in a manner consistent with newest version of all appropriate Best Management Practices (BMP), which minimizes the chance of spreading infection or infestation.

3. Material and debris from trees with known or suspected disease/infestation shall be chipped to 1" or smaller and shall not be left on site or used as mulch off site.

4. No additional charges for disinfection or special handling shall be allowed.

PESTICIDE TREATMENT OF TREES

1. Contractor shall have an "in-house" Qualified Applicator apply chemicals in accordance with the recommendations from the "in-house" Agricultural Pest Control Advisor (PCA) and all applicable product labels and regulations.

2. Applications will be made by drench, spray or injection as conditions warrant. The primary method of application shall be trunk or soil injection.

3. Pesticides used in the treatment of City Inventory must be pre-approved by the City prior to application.

C. TRAFFIC CONTROL

Contractor shall conform to all City Traffic Safety requirements and operating rules at all times while this contract is in effect in accordance with the American Traffic Safety Services Association (ATSSA).

Contractor will be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to through traffic. This is to include a high visibility Arrow Board(s) as necessary. The City, prior to use, must approve all traffic safety equipment for use.

Illuminated arrow boards, sign stands, delineators and/or cones shall be used to identify work site for vehicular and pedestrian safety.

D. PUBLIC NOTICING OF TREE PRUNING OPERATIONS

Contractor shall be required to notify residents and/or businesses of scheduled street tree pruning operations at least forty-eight (48) hours prior to the work being performed. Notifications shall be made in the form of door hangers.

City approved "No Parking" signs shall be posted on individual trees scheduled for pruning twenty-four (24) hours prior to the work being performed.

E. CLEAN UP

Contractor shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.

Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight. Contractor's equipment may be stored overnight, with advance approval, in the City yards; however the City will not be responsible for security of Contractor's equipment.

The City staff or other authorized representative, shall be the sole judge as to the adequacy of the clean-up.

F. DISPOSAL OF DEBRIS

All tree branches produced as a result of the Contractor's operations under this contract will be reduced, reused, recycled, and/or transformed. The City will receive access to their Green waste Recycling report detailing the amount of debris recycled and the location. This report to be used for compliance with Assembly Bill 939.

1. Green waste Recycling Report:
   Green waste that is transported to an off site facility for grinding into mulch shall be documented and available to the City on a monthly basis.

2. Wood Chips:
   (a) Chips generated from pruning operations within the City may first be dumped at a City designated site.
   (b) At the direction of the City, wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. These chips shall be dumped in specified locations in the City.

3. Milling (additional service & cost):
   At the direction of the City, large tree trunks, which meet proper specifications may be milled into lumber suitable for use in a variety of applications. Milled lumber shall be returned to the City at a cost to be included in the bid proposal.

G. INSPECTIONS

The City or its designated representative, shall, at all times, have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the work.

H. INVOICE

Invoice format shall include but not be limited to a list of each street that tree maintenance operations took place, the address of each individual tree, the species and its height and trunk diameter of each individual tree. Failure to submit invoices in this format may result in non-payment until these requirements are met.

I. INSPECTIONS

The City or its designated representative, shall, at all times, have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the work.

J. WITHHOLDING PAYMENT

The City may withhold payment to such extent as may be necessary to protect the City from loss due to one or more of the following reasons:

1. Defective or inadequate work not corrected.

2. Claims filed, or reasonable evidence indicating probable filing of claims.

K. MINOR MODIFICATIONS AND/OR ADDITIONAL WORK

1. The City may modify these specifications with the joint approval of the Contractor and the City. All modifications shall be in writing and authorized by the appropriate signatory.

2. In the event that the City should require additional work beyond the requirements of these specifications, the Contractor shall perform all work at a competitive price.

3. Additional work may be added to the contract work as the need arises. The Contractor shall perform all specified and approved additional work at the unit prices submitted with the proposal.

4. The Contractor must be willing to provide a competitive price for additional work that may be added to the contract. Contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials and equipment needed to complete the additional work in a timely manner.

L. COOPERATIVE PURCHASING

It is intended that other public agencies (i.e., city, county, school district, special district, public authority, public agency, and other political sub-division of the State of California) and/or other City departments shall have the option to participate in any agreement created as a result of this Request for Proposal with the same terms and conditions as to the price of the product and/or service. The City shall incur no financial responsibility in connection with a purchase order from another public agency. Any public agency that "piggy-backs" on any negotiated contract between the City and vendor shall accept sole responsibility for negotiating, placing orders and making payment to vendor. The vendor may or may not agree to the cooperative purchasing clause.

M. CLARIFICATION OF SPECIFICATIONS

If any bidder, prior to submitting their bid should find any discrepancies and/or omissions from the specifications or other contract documents, or if they should be in doubt as to the true meaning of any part thereof, they shall at once make a written request to the City Purchasing Agent for corrections, clarification, or interpretation of the points in question. The person submitting such request shall be responsible for its prompt delivery.

In the event that the City receives a request and it should be found that certain essential information is not clearly and fully set forth, or if the City discovers errors, omissions, or points requiring clarification in these documents, a written addendum will be posted as an addendum on the City Website. The City will not be responsible for any instructions, explanations, or interpretations of the documents presented to bidders in any manner other than written addendum.

Exhibit B – PRICING SHEETS

The undersigned proposes to furnish all materials, supplies, equipment and/or services set forth herein, subject to all conditions outlined in the RFP, at prices indicated below. All applicable services include cleanup and disposal.

Tree Pruning (by Grid)

Price per tree to Prune by Grid $_____

Grid tree pruning is based on tree pruning in pre-designed districts, or grids on a set cycle and includes all trees (small, medium and large-sized.) Trees are not excluded from the Grid.

Aesthetic or Service Request Pruning

0" - 6"	Diameter Standard Height	$_____
7" - 12"	Diameter Standard Height	$_____
13" - 18"	Diameter Standard Height	$_____
19" - 24"	Diameter Standard Height	$_____
25" - 30"	Diameter Standard Height	$_____
31" - 36"	Diameter Standard Height	$_____
36"+	Diameter Standard Height	$_____

Crown Raise/Clearance Prune Hardwood tree

0" - 6"	Diameter Standard Height	$_____
7" - 12"	Diameter Standard Height	$_____
13" - 18"	Diameter Standard Height	$_____
19" - 24"	Diameter Standard Height	$_____
25" - 30"	Diameter Standard Height	$_____
31" - 36"	Diameter Standard Height	$_____
36"+	Diameter Standard Height	$_____

Palm Tree Trimming:

Prune Date Palm (Phoenix spp.)	$_____
Clean Trunk for Date Palm (Phoenix spp.) per linear foot	$_____
Prune Fan Palm (Washingtonia spp.)	$_____
Clean Trunk for Fan Palm (Washingtonia spp.) per linear foot	$_____
Prune all other Palm Species	$_____

Tree Removal – (per inch)

Tree & Stump removal per dia. inch 0-24" dbh	$_____
Tree & Stump removal per dia. inch over 25" dbh	$_____
Stump grinding per stump diameter inch at grade	$_____

Tree Planting – (per tree)

Tree planting includes tree, stakes, ties, and labor.

15-gallon tree	$_____
24-inch box tree	$_____
36-inch box tree	$_____

Tree Watering (per hour)

Watering of young trees, includes water truck & operator-per hour	$_____

Root Pruning – (per linear foot)

Per foot of roots pruned	$_____

Root Barrier Installation – (per linear foot)

Per foot of root barrier installed	$_____

General Labor Rates – (per man hour)

3-man crew with equipment	$_____

Day Rate Service Crew - (per man hour)

Boom truck per eight (8) hour day to include a chip body, low decibel chipper, 1 Sr. Tree Trimmer, 1 Trimmer &1 Groundperson	$_____

Specialty Equipment Hourly Rate – (per hour)

Crane	$_____
95-foot aerial tower	$_____
Loader or Bobcat	$_____

Emergency Services – (per hour)

Emergency response services per man hour:

During normal business hours (Mon-Fri 7am to 5 pm)	$_____
After hours, weekends &/or holidays	$_____

General Arborists Services – (per hour)	Unit Price in Figures
Written Arborist Reports	$_____
Resitograph testing	$_____
Ground Penetrating Radar	$_____
Airspade Services	$_____
Fumigation Services	$_____
Fertilization Services	$_____
Level 1,2 and 3 Risk Assessments	$_____

Soil Testing / Soil enhancements $_____

Citywide tree risk survey (Per Tree) $_____

GPS Tree Inventory – (per tree site)

Cost per tree site collected including vacant sites $_____

PLANT HEALTH CARE SERVICES

Tree Canopy Spraying from ground level per diameter inch $_____

Tree Canopy Spraying from aerial tower per diameter inch $_____

Description: Foliar hydraulic spraying of recommended material.)

Insecticide or Fungicide Trunk Banding per diameter inch $_____

Description: Trunk spray of recommended material.

PGR Trunk Banding per diameter inch $_____

Description: Trunk spray of recommended material to regulate plant growth.

Insecticide or PGR Soil Application (Cambistat) per diameter inch $_____

Description: Recommended insecticide soil injection or drench material to regulate plant growth.

Insecticide or Fungicide Soil Application per diameter inch $_____

Description: Soil applied drench of recommended material.

Soil Injection Fertilization per diameter inch $_____

Description: Soil applied injection of recommended material.

Soil Drenching Fertilization per diameter inch $_____

Description: Soil application of recommended material.

Trunk Injection (Insecticide/Miticide) per diameter inch $_____

Description: Trunk injected recommended material.

Trunk Injection (Fungicide) per diameter inch $_____

Description: Trunk injected recommended material.

Trunk Injection (Insecticide & Fungicide Combo) per diameter inch $_____

Description: Combination of one time trunk injection of two recommended materials.

Avermectin Class Insecticide Injection per diameter inch $_____

Description: Recommended trunk injection of Emamectin benzoate active ingredient.

Attachment No. 1
CONTRACTOR'S ORGANIZATION STATEMENT AND PERFORMANCE HISTORY

The term "Owner" shall refer to any public agency to which the Contractor has submitted a bid to, or contracted with, for any maintenance contract.

Submitted By:_____
Name must correspond with the Contractor's License

_____Corporation _____Partnership _____Individual _____Joint Venture

If a corporation, under the laws of what State is it organized?_____
California Regional Office (s):_____

Use the form titled "Additional Information and/or Comments" for providing requested or additional information for each of the following questions to which you answer "yes" or for any comments.

A. How many years of experience of tree work under current organization?
   (a) As a General Contractor? _____From 19___ to 20___
   (b) As a Subcontractor? _____ From 19___ to 20___

B. Provide the following information as to contract experience with public entities or governmental agencies ONLY, within the past five (5) years of similar size and scope of work. If none, write "NONE" on the chart.

C. Have you or your company, or any officer, manager or partner thereof, failed to complete a contract for an Owner? YES ____ NO ____. If so indicate the name of each Owner, dates, and the circumstances.

D. Have you or your company been denied an award of Contract not withstanding submission of the lowest responsive bid? YES ____ NO ____. If so, as to each such denial, state the name of the Owner, the date of the denial, the title and number of the contract bid, and the grounds on which the Owner based the denial of award.

E. Has your company been assessed liquidated damages by any Owner? YES ____ NO ____. If so, as to each assessment of liquidated damages, state the name of the Owner, the date of the assessment, the title and number of the contract, and the grounds on which the Owner based the assessment of liquidated damages.

F. Has your company been the subject of any inquiry by any Owner as to whether your company is a non-responsible bidder or non-responsible contractor? YES ____ NO ____. If so, as to each inquiry, state the name of the Owner, the date of the inquiry, the grounds on which the Owner based the inquiry, and the result of the inquiry.

G. Has your company been the subject of any inquiry by any Owner as to whether your company has made any false claim or other material misrepresentation? YES ____ NO ____. If so, as to each inquiry, state the name of the Owner, the date of the inquiry, the grounds on which the Owner based the inquiry, and the result of the inquiry.

H. Has your company made any false claim or misrepresentation in the submittal of any claim pertaining to any construction contractor with an Owner? YES ____NO ____. If so, state the circumstances including the reason for submittal of false material.

I. Is your company currently asserting against any Owner any construction claim (s) in excess of $100,000.00, or has your company made such claim (s) against any Owner?

YES ____ NO ____. If so, as to each such claim, state the name of the Owner, the date of the claim, the grounds of the claim, the amount of such claim, the present status of such claim, the date of resolution of such claim if resolved, and the amount and method by which such claim was resolved, if resolved.

J. Is your company currently a party against any Owner in any litigation pertaining to any construction project, or has your company been a party to such litigation?

YES ____ NO ____. If so, as to each such litigation, state the name of the Owner, case number, the court and jurisdiction in which said litigation is pending or was brought, the nature of the litigation, the amount at issue in the litigation, the present status of such litigation, the date of resolution of such litigation if resolved, and the amount and method by which such litigation was resolved, if resolved.

K. List the Experience Modification Rate (EMR) issued to your firm annually by the Workers' Compensation Insurance Rating Bureau (WCIRB) worksheet. Beginning with the most recent year (Year _2018_____) please insert the EMR rate issued by the WCIRB. If the total average rate for these three recent years is equal or greater than 125%, then the Contractor will be disqualified.

YEAR 2018: EMR: _____

YEAR 2017: EMR: _____

YEAR 2016: EMR: _____

L. Has a government entity ever debarred disqualified, removed, suspended, or otherwise prevented you or your firm from bidding on, contracting, or completing a construction project?

YES ____NO____. If YES, identify the name of the government entity, list the date, and describe the facts and circumstances about each instance, and state the reason for the government entity's action against your firm. Attach additional sheets as necessary.

M. Has a government entity ever rejected your firm's Bid or Proposal on the ground that you or your firm is a "non-responsible" bidder or proposer?
YES ____NO____. If YES, identify the name of the government entity, list the date, describe the facts and circumstances about each instance, and state the reason or basis for the government entity's determining that you firm was a "non-responsible" bidder. Attach additional sheets as necessary.

N. In the past five (5) years, have you ever or any officer or principal of your firm been an officer of another firm which failed to perform a contract or agreement?
YES ____NO____. If YES, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

O. Has a government entity or a client ever terminated, suspended, or non-renewed your firm's contract or agreement before its completion?
YES ____NO____. If YES, identify the name of the government entity, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

Exhibit B – PRICING SHEETS

The undersigned proposes to furnish all materials, supplies, equipment and/or services set forth herein, subject to all conditions outlined in the RFP, at prices indicated below. All applicable services include cleanup and disposal.

Tree Pruning (by Grid)

Price per tree to Prune by Grid $_____

Grid tree pruning is based on tree pruning in pre-designed districts, or grids on a set cycle and includes all trees (small, medium and large-sized.) Trees are not excluded from the Grid.

Aesthetic or Service Request Pruning

0" - 6"	Diameter Standard Height	$_____
7" - 12"	Diameter Standard Height	$_____
13" - 18"	Diameter Standard Height	$_____
19" - 24"	Diameter Standard Height	$_____
25" - 30"	Diameter Standard Height	$_____
31" - 36"	Diameter Standard Height	$_____
36"+	Diameter Standard Height	$_____

Crown Raise/Clearance Prune Hardwood tree

0" - 6"	Diameter Standard Height	$_____
7" - 12"	Diameter Standard Height	$_____
13" - 18"	Diameter Standard Height	$_____
19" - 24"	Diameter Standard Height	$_____
25" - 30"	Diameter Standard Height	$_____
31" - 36"	Diameter Standard Height	$_____
36"+	Diameter Standard Height	$_____

Palm Tree Trimming:

Prune Date Palm (Phoenix spp.)	$_____
Clean Trunk for Date Palm (Phoenix spp.) per linear foot	$_____
Prune Fan Palm (Washingtonia spp.)	$_____
Clean Trunk for Fan Palm (Washingtonia spp.) per linear foot	$_____
Prune all other Palm Species	$_____

Tree Removal – (per inch)

Tree & Stump removal per dia. inch 0-24" dbh	$_____

Tree & Stump removal per dia. inch over 25" dbh $_____
Stump grinding per stump diameter inch at grade $_____

Tree Planting – (per tree)
Tree planting includes tree, stakes, ties, and labor.
15-gallon tree $_____
24-inch box tree $_____
36-inch box tree $_____

Tree Watering (per hour)
Watering of young trees, includes water truck & operator-per hour $_____

Root Pruning – (per linear foot)
Per foot of roots pruned $_____

Root Barrier Installation – (per linear foot)
Per foot of root barrier installed $_____

General Labor Rates – (per man hour)
3-man crew with equipment $_____

Day Rate Service Crew - (per man hour)
Boom truck per eight (8) hour day to include a chip body, low decibel chipper, 1 Sr. Tree Trimmer, 1 Trimmer &1 Groundperson $_____

Specialty Equipment Hourly Rate – (per hour)
Crane $_____
95-foot aerial tower $_____
Loader or Bobcat $_____

Emergency Services – (per hour)
Emergency response services per man hour:
During normal business hours (Mon-Fri 7am to 4pm) $_____
After hours, weekends &/or holidays $_____

General Arborists Services – (per hour) Unit Price in Figures
Written Arborist Reports $_____
Resitograph testing $_____
Ground Penetrating Radar $_____
Airspade Services $_____
Fumigation Services $_____

Fertilization Services $_____
Level 1,2 and 3 Risk Assessments $_____
Soil Testing / Soil enhancements $_____
Citywide tree risk survey (Per Tree) $_____

GPS Tree Inventory – (per tree site)

Cost per tree site collected including vacant sites $_____

PLANT HEALTH CARE SERVICES

Tree Canopy Spraying from ground level per diameter inch $_____
Tree Canopy Spraying from aerial tower per diameter inch $_____
Description: Foliar hydraulic spraying of recommended material.)

Insecticide or Fungicide Trunk Banding per diameter inch $_____
Description: Trunk spray of recommended material.

PGR Trunk Banding per diameter inch $_____
Description: Trunk spray of recommended material to regulate plant growth.

Insecticide or PGR Soil Application (Cambistat) per diameter inch $_____
Description: Recommended insecticide soil injection or drench material to regulate plant growth.

Insecticide or Fungicide Soil Application per diameter inch $_____
Description: Soil applied drench of recommended material.

Soil Injection Fertilization per diameter inch $_____
Description: Soil applied injection of recommended material.

Soil Drenching Fertilization per diameter inch $_____
Description: Soil application of recommended material.

Trunk Injection (Insecticide/Miticide) per diameter inch $_____
Description: Trunk injected recommended material.

Trunk Injection (Fungicide) per diameter inch $_____
Description: Trunk injected recommended material.

Trunk Injection (Insecticide & Fungicide Combo) per diameter inch $_____
Description: Combination of one time trunk injection of two recommended materials.

Avermectin Class Insecticide Injection per diameter inch $_____
Description: Recommended trunk injection of Emamectin benzoate active ingredient.

Attachment No. 2 - GENERAL VENDOR INFORMATION

This form must be completed and included in the Contractor's response. Failure to complete all Items may cause the proposal to be non-responsive.

1. BIDDER/CONTRACTOR'S Name and Street Address:

   _____

   _____

   _____

2. CONTRACTOR'S Telephone Number: ( ) _____

   Mobile Number: ( ) _____

3. CONTRACTOR'S License:

   Primary Classification _____

   State License Number(s) _____

   Supplemental License Classifications _____

4. Is the Bidder/Contractor registered in accordance with Labor Code § 1725.5 [Note: failure to register requires the City to reject Contractor's bid as nonresponsive]?

   Yes ☐ No ☐

   Contractor's DIR Registration No. _____ Expiration Date:_____

6. Type of Firm (Individual, Partnership or Corporation): _____

7. Corporation organized under the laws of the State of: _____

8. List the names and addresses of the principal members of the firm or names and titles of the principal officers of the corporation or firm:

   _____ _____

   _____ _____

9. No. of years experience as contractor in this specific type work:_____

GENERAL VENDOR INFORMATION
(Continued)

10. List at least three related projects completed to date:

a. Owner _____
Address _____
Contact _____
Phone _____
Project _____
Class of Work _____
Contract Amount _____
Date Completed _____

b. Owner _____
Address _____
Contact _____
Phone _____
Project _____
Class of Work _____
Contract Amount _____
Date Completed _____

c. Owner _____
Address _____
Contact _____
Phone _____
Project _____
Class of Work _____
Contract Amount _____
Date Completed _____

11. List the name and title of the person who will supervise full-time the proposed work for your firm:

_____

LIST OF SUBCONTRACTORS

As required under Section 4100, et seq., of the Public Contract Code, the Bidder shall list below the name and business address of each subcontractor who will perform Work under this Bid in excess of one-half of one percent of the Contractor's Total Bid Price, and shall also list the portion of the Work which will be done by such subcontractor. After the opening of Bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of Work to be performed with the words "and/or" will not be permitted.

1. Work to be performed: _____ % of Total Contract: _____

   Subcontractor's Name: _____

   Address: _____

   _____

   License No. _____

   Is the Subcontractor registered in accordance with Labor Code § 1725.5 [Note: failure to register requires the City to reject Contractor's bid as nonresponsive]?

   Yes ☐ No ☐

   Contractor's DIR Registration No. _____ Expiration Date:_____

2. Work to be performed: _____ % of Total Contract: _____

   Subcontractor's Name: _____

   Address: _____

   _____

   License No. _____

   Is the Subcontractor registered in accordance with Labor Code § 1725.5 [Note: failure to register requires the City to reject Contractor's bid as nonresponsive]?

   Yes ☐ No ☐

   Contractor's DIR Registration No. _____ Expiration Date:_____

LIST OF SUBCONTRACTORS
(Continued)

3. Work to be performed: _____ % of Total Contract: _____

Subcontractor's Name: _____

Address: _____

_____

License No. _____

Is the Subcontractor registered in accordance with Labor Code § 1725.5 [Note: failure to register requires the City to reject Contractor's bid as nonresponsive]?

Yes ☐ No ☐

Contractor's DIR Registration No. _____ Expiration Date:_____

4. Work to be Performed: _____ % of Total Contract: _____

Subcontractor's Name: _____

Address: _____

_____

License No. _____

Is the Subcontractor registered in accordance with Labor Code § 1725.5 [Note: failure to register requires the City to reject Contractor's bid as nonresponsive]?

Yes ☐ No ☐

Contractor's DIR Registration No. _____ Expiration Date:_____

5. Work to be performed: _____ % of Total Contract: _____

Subcontractor's Name: _____

Address: _____

_____

License No. _____

MAINTENANCE AGREEMENT
BETWEEN
THE CITY OF CHINO HILLS AND
WEST COAST ARBORISTS, INC.

THIS MAINTENANCE AGREEMENT ("Agreement") is made and entered into this 8th day of October, by and between the CITY OF CHINO HILLS, a general law city and municipal corporation ("CITY") and WEST COAST ARBORISTS, INC. ("CONTRACTOR").

The Parties agree as follows:

1. CONSIDERATION

A. As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, below;

B. As additional consideration, CONTRACTOR and CITY agree to abide by the terms and conditions contained in this Agreement;

C. As additional consideration, CITY agrees to pay CONTRACTOR an annual amount not to exceed $652,700.00 on the terms set forth in the attached "Exhibit A," which is incorporated by reference, for CONTRACTOR's services. Payments shall be made within forty-five (45) days after receipt of each invoice as to all undisputed fees. If the City disputes any of CONTRACTOR's fees it shall give written notice to Consultant within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

2. TERM

The term of this Agreement will be from October 9, 2019 to October 8, 2022. The Agreement may be renewed in advance and in writing by the City Manager for two additional one-year terms.

3. SCOPE OF SERVICES

A. CONTRACTOR will perform services listed in the attached Exhibit B.

B. CONTRACTOR will, in a workmanlike manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of CONTRACTOR by this Agreement.

4. PREVAILING WAGES

A. Pursuant to Labor Code § 1720, and as specified in 8 California Code of

Regulations § 16000, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.

B. In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at http://www.dir.ca.gov/DLSR/PWD. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.

C. CITY directs CONTRACTOR's attention to Labor Code §§ 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.

D. Labor Code § 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:

i. When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or

ii. When the number of apprentices in training in the area exceeds a ratio of one to five, or

iii. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or

iv. When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

v. CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

vi. CONTRACTOR and any subcontractor must comply with Labor Code §§ 1777.5 and 1777.6 in the employment of apprentices.

vii. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

E. CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.

CONTRACTOR and its subcontractors must be registered and remain registered with the California Department of Industrial Relations (DIR) throughout the term of this Agreement in accordance with the California Labor Code, including Labor Code Section 1771.1, and any successor or replacement provision thereto.

5. FAMILIARITY WITH WORK

A. By executing this Agreement, CONTRACTOR represents that CONTRACTOR has

i. Thoroughly investigated and considered the scope of services to be performed;

ii. Carefully considered how the services should be performed; and

iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

B. If services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONTRACTOR discover any latent or unknown conditions that may materially affect the performance of the services, CONTRACTOR will immediately inform CITY of such fact and will not proceed except at CONTRACTOR's own risk until written instructions are received from CITY.

6. BONDS

A. Within ten (10) business days upon Notice to Proceed, the CONTRACTOR shall be required to provide the City with 100% payment and performance bonds from a surety company licensed to do business in the State of California and with a minimum rating of A from AM Best."

7. INSURANCE

A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONTRACTOR will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance	Limits (combined single)
Commercial general liability:	$20,000,000
Business automobile liability	$1,000,000
Workers compensation	Statutory requirement.

B. Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by City will be excess thereto. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to City.

C. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto), or owned, hired, non-owned, scheduled, non-scheduled or rented vehicles, (or combination thereof dependent upon working being performed under contract).

D. CONTRACTOR will furnish to City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by City from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII," unless otherwise approved and accepted by the City Manager or his/her designee in writing. Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. CONTRACTOR will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

E. Should CONTRACTOR, for any reason, fail to obtain and maintain the insurance required by this Agreement, City may obtain such coverage at CONTRACTOR's expense and deduct the cost of such insurance from payments due to CONTRACTOR under this Agreement or terminate.

F. Unless the City Manager otherwise agrees in writing, all insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officials, employees, volunteers, and agents. CONTRACTOR hereby waives its own right of recovery against CITY and shall require similar express waivers from each of its subcontractors.

8. TIME FOR PERFORMANCE

CONTRACTOR will not perform any work under this Agreement until:

A. CONTRACTOR furnishes proof of insurance as required under Section 7 of this Agreement; and

B. CITY gives CONTRACTOR a written Notice to Proceed.

C. Should CONTRACTOR begin work in advance of receiving written authorization to proceed, any such professional services are at CONTRACTOR's own risk.

9. TERMINATION

A. Except as otherwise provided, CITY may terminate this Agreement upon providing written notice to CONTRACTOR at least thirty (30) days before the effective termination date. Notice of termination will be in writing. In the event of such termination, CONTRACTOR shall be compensated for non-disputed fees under the terms of this Agreement up to the date of termination.

B. CONTRACTOR may terminate this Agreement upon providing written notice to CITY at least thirty (30) days before the effective termination date.

C. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

D. By executing this document, CONTRACTOR waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

10. INDEMNIFICATION

A. CONTRACTOR indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, reasonable attorney's fees and penalties), injuries, or liability, arising out of this Agreement, or its performance including, without limitation, damages or penalties arising from CONTRACTOR's removal, remediation, response or other plan concerning any Hazardous Waste resulting in the release of any hazardous substance into the environment, except for such loss or damage arising from CITY's sole negligence or willful misconduct. Should CITY be named in any

suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONTRACTOR will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.

B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and volunteers.

C. CONTRACTOR expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.

D. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

E. The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by this Agreement, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

11. INDEPENDENT CONTRACTOR

CITY and CONTRACTOR agree that CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which is it performed. CONTRACTOR will be free to contract for similar service to be performed for other employers while under contract with CITY. CONTRACTOR is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of the CITY as to end results of the work only.

12. NOTICES

A. All notices given or required to be given pursuant to this Agreement will be in writing and may be given by personal delivery, email or by mail. Notice sent by mail will be addressed as follows:

To CITY:
City of Chino Hills
Attn: City Clerk
14000 City Center Drive
Chino Hills, CA 91709
Email: cityclerk@chinohills.org

To CONTRACTOR: West Coast Arborists, Inc.
Attn: Nick Alago/Patrick Mahoney
2200 E. Via Burton
Anaheim, CA 92806

B. When addressed in accordance with this paragraph, notices will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices will be deemed given at the time of actual delivery.

C. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

13. TAXPAYER IDENTIFICATION NUMBER

CONTRACTOR will provide CITY with a Taxpayer Identification Number.

14. BUSINESS LICENSE

CONTRACTOR shall maintain a valid Business License with the CITY through the term of the contract.

15. CONTRACTOR'S KNOWLEDGE OF APPLICABLE LAWS.

CONTRACTOR shall keep itself informed of applicable local, state and federal laws and regulations which may affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Contractor shall observe and comply with all such laws and regulations affecting its employees. City and its officers and employees, shall not be liable at law or in equity as a result of any failure of Contractor to comply with this section."

16. WAIVER

A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

17. SEVERABLE

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

18. CAPTIONS

The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

19. INTERPRETATION

This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in San Bernardino County. The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party.

20. AUTHORITY/MODIFICATION

The terms of this Agreement can only be modified in writing approved by the CITY AND THE CONTRACTOR. The parties agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.

21. EFFECT OF CONFLICT

In the event of any conflict, inconsistency, or incongruity between any provision of this Agreement, its attachments, the purchase order, or notice to proceed, the provisions of this Agreement will govern and control.

22. FORCE MAJEURE

Should performance of this Agreement be prevented due to fire, flood, explosion, war, terrorist act, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

23. ENTIRE AGREEMENT

This Agreement and its one attachment constitutes the sole agreement between CONTRACTOR and CITY. To the extent that there are additional terms and conditions contained in Exhibit "A" that are not in conflict with this Agreement, those terms are incorporated as if fully set forth above. There are no other understandings, terms or other agreements expressed or implied, oral or written.

23. CONSISTENCY

In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:

A. Exhibit A: Compensation

B. Exhibit B: Scope of Work

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first written above.

CITY OF CHINO HILLS	**WEST COAST ARBORISTS, INC.**
_____	_____
Peter J. Rogers **Mayor**	**(Signature)**
ATTEST:	_____ **(Printed name/Title)**
_____	_____
Cheryl Balz **City Clerk**	**(Date)**
_____	_____
(Date)	**(Signature)**
APPROVED AS TO FORM:	_____ **(Printed Name/Title)**
_____	_____
Mark D. Hensley **City Attorney**	**(Date)**

Exhibit A – PRICING SCHEDULE

The undersigned proposes to furnish all materials, supplies, equipment and/or services set forth herein, subject to all conditions outlined in the RFP, at prices indicated below. All applicable services include cleanup and disposal.

Tree Pruning (by Grid)	
Price per tree to Prune by Grid Grid tree pruning is based on tree pruning in pre-designed districts, or grids on a set cycle and includes all trees (small, medium and large-sized.) Trees are not excluded from the Grid.	$69.00
Aesthetic or Service Request Pruning	
0" - 6" Diameter Standard Height	$69.00
7" - 12" Diameter Standard Height	$100.00
13" - 18" Diameter Standard Height	$150.00
19" - 24" Diameter Standard Height	$200.00
25" - 30" Diameter Standard Height	$275.00
31" - 36" Diameter Standard Height	$350.00
36"+ Diameter Standard Height	$475.00
Crown Raise/Clearance Prune Hardwood tree	
0" - 6" Diameter Standard Height	$25.00
7" - 12" Diameter Standard Height	$35.00
13" - 18" Diameter Standard Height	$45.00
19" - 24" Diameter Standard Height	$55.00
25" - 30" Diameter Standard Height	$55.00
31" - 36" Diameter Standard Height	$55.00
36"+ Diameter Standard Height	$55.00
Palm Tree Trimming:	
Prune Date Palm (Phoenix spp.)	$195.00
Clean Trunk for Date Palm (Phoenix spp.) per linear foot	$20.00
Prune Fan Palm (Washingtonia spp.)	$69.00
Clean Trunk for Fan Palm (Washingtonia spp.) per linear foot	$15.00
Prune all other Palm Species	$69.00
Tree Removal – (per inch)	
Tree & Stump removal per dia. inch 0-24" dbh	$38.00
Tree & Stump removal per dia. inch over 25" dbh	$48.00
Stump grinding per stump diameter inch at grade	$15.00

Tree Planting – (per tree)

Tree planting includes tree, stakes, ties, and labor.

15-gallon tree	$165.00
24-inch box tree	$335.00
36-inch box tree	$895.00

Tree Watering (per hour)

Watering of young trees, includes water truck & operator-per hour	$77.00

Root Pruning – (per linear foot)

Per foot of roots pruned	$20.00

Root Barrier Installation – (per linear foot)

Per foot of root barrier installed	$20.00

General Labor Rates – (per man hour)

3-man crew with equipment	$77.00

Day Rate Service Crew - (per man hour)

Boom truck per nine (9) hour day to include a chip body, low decibel chipper, 1 Sr. Tree Trimmer, 1 Trimmer &1 Groundperson	$2,079.00

Specialty Equipment Hourly Rate – (per hour)

Crane	$195.00
95-foot aerial tower	$150.00
Loader or Bobcat	$50.00

Emergency Services – (per hour)

Emergency response services per man hour:	
During normal business hours (Mon-Fri 7am to 5 pm)	$100.00
After hours, weekends &/or holidays	$125.00

General Arborists Services – (per hour)	Unit Price in Figures
Written Arborist Reports	$150.00
Resitograph testing	$150.00
Ground Penetrating Radar	$450.00
Airspade Services	$150.00
Fumigation Services	$150.00
Fertilization Services	$150.00
Level 1,2 and 3 Risk Assessments	$150.00

Soil Testing / Soil enhancements	$ 150.00
Citywide tree risk survey (Per Tree)	$ 2.00

GPS Tree Inventory – (per tree site)

Cost per tree site collected including vacant sites	$ 3.00

PLANT HEALTH CARE SERVICES

Tree Canopy Spraying from ground level per diameter inch	$ 4.00
Tree Canopy Spraying from aerial tower per diameter inch Description: Foliar hydraulic spraying of recommended material.)	$ 4.00
Insecticide or Fungicide Trunk Banding per diameter inch Description: Trunk spray of recommended material.	$ 5.00
PGR Trunk Banding per diameter inch Description: Trunk spray of recommended material to regulate plant growth.	$ 4.00
Insecticide or PGR Soil Application (Cambistat) per diameter inch Description: Recommended insecticide soil injection or drench material to regulate plant growth.	$ 4.00
Insecticide or Fungicide Soil Application per diameter inch Description: Soil applied drench of recommended material.	$ 4.00
Soil Injection Fertilization per diameter inch Description: Soil applied injection of recommended material.	$ 5.00
Soil Drenching Fertilization per diameter inch Description: Soil application of recommended material.	$ 5.00
Trunk Injection (Insecticide/Miticide) per diameter inch Description: Trunk injected recommended material.	$ 5.00
Trunk Injection (Fungicide) per diameter inch Description: Trunk injected recommended material.	$ 4.00
Trunk Injection (Insecticide & Fungicide Combo) per diameter inch Description: Combination of one time trunk injection of two recommended materials.	$ 7.00
Avermectin Class Insecticide Injection per diameter inch Description: Recommended trunk injection of Emamectin benzoate active ingredient.	$ 5.00

EXHIBIT B – SCOPE OF SERVICES
URBAN FOREST MANAGEMENT

I. GENERAL INFORMATION

The purpose of this maintenance agreement is to provide the City with the best possible tree care to maintain the City's Urban Forest at a level expected by the City's residents, City Council, City staff, and visitors of the community. The contractor will work closely with the City staff to ensure the most appropriate care and maintenance of the City's Community Forest with sensitivity to the City, its residents and visitors.

The Contractor, at the City's direction, shall perform tree, and other woody plant maintenance, removal & occasional replacement services in accordance with the statement of work described herein and all applicable American National Standards Institute (ANSI) and International Society of Arboriculture (ISA) standards at various sites. The work performed on this contract as directed by City staff (including: watering, pruning, removal, plant health care and replacement of trees, GPS tree inventory collection and software usage and arborist consulting services) is routine, recurring and usual. The rates in the pricing schedule must be based on prevailing wage determination "Tree Maintenance Laborer". All work will require a submission of certified payroll records to the DIR.

City is solely and actively responsible for the selection of trees to be maintained and the designation of the type and timing of the work to be performed. Contractor agrees to indemnify, hold harmless and defend, City its officials, officers, employees, and agents from any and all liability or financial loss, including but not limited to, legal expenses, resulting from any suits, claims, losses or actions brought by any person or persons, by reason of injury and arising solely from any wrongful or negligent acts or omissions of Contractor, including its officers, agents, employees, subcontractors, or any person employed by Contractor in the performance of this agreement.

II. REQUIRED QUALIFICATIONS

Contractor must hold a valid State California C-27 and a C-61/D49 Contractor's License for the term of the agreement. Additionally, this contract requires a valid California State Pest Control License.

Contractor shall have OSHA certification of aerial equipment to be used throughout the term of this project. Personnel must be qualified and trained in the tree maintenance industry. This will include the staffing of a manager who shall be an ISA Certified Arborist and fluent in the English language. At all times during contracted tree maintenance activities, the firm shall have work crews on site that are represented by an English speaking supervisor who can receive and carry out instructions given by proper authorities.

At the time of award, the contractor must have staff that includes ISA Certified Arborist on staff, ISA Certified Tree workers on staff, ISA Tree Risk Assessment Qualified Arborist on staff, DPR Licensed Pest Control Advisor and DPR Licensed Pest Control Applicators on staff, and Wildlife Awareness trained personnel on staff.

The contractor must have a Quality Control Plan with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. The Contractor shall be required to comply with this quality control requirement throughout the term of the contract. Contractors shall have a current Safety Manual that meets SB 198 requirements for injury and illness prevention.

III. CITY SPECIFICATIONS

It shall be understood that the Contractor will be required to perform and complete the proposed tree maintenance work in a thorough and professional manner, and to provide labor, tools, equipment, materials and supplies necessary to complete all the work in a timely manner that will meet the City's requirements. The Contractor may be required to perform the following tree maintenance activities at various sites throughout the City;

1. Tree pruning/removal
2. Tree planting
3. Crew rental
4. Emergency response
5. Line clearance pruning
6. Clearance pruning
7. Grid pruning program
8. Tree watering
9. Small tree care
10. Palm trunk skinning
11. Root pruning
12. Specialty equipment rental
13. Arborist services/inspection
14. Foliar and pesticide treatments
15. Data entry
16. Additional work
17. Global Positioning System (GPS) Tree inventory
18. Online maintenance access*

* Online maintenance is defined as Internet access to an Urban Forestry Management tool for GPS tree inventories that includes work order tracking, ability to send work requests including but not limited to maintenance recommendations, tree conditions, pruning, planting, and removal, access to reports for tree inventory, value of the urban forest, recycling reports, live job balance, contractor equipment GPS location monitoring.

A. ANNUAL PRUNING PROGRAM

At the direction of the City, the tree pruning will be addressed through designated street segments, grids, or prune routes to include all trees large and small. Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices), the ANSI A300 Standards and City Maintenance Standards. Contractor shall be required to furnish all supervision, labor, equipment and materials necessary to accomplish the work in accordance with the Contract. The intent of this Contract is to have all trees pruned upon request. Special projects that are difficult to access will require the need for specialty equipment (i.e., 95-foot tower). Service request pruning, or pruning to reduce and/or pruning to restore will fall under Crew Rental.

B. INSPECTION OF HAZARDOUS CONDITIONS

At the City's direction, trees shall receive routine maintenance and periodic inspections at the direction of the City administrator. The Contractor is to inspect, monitor or maintain trees unless given clear direction from the City administrator. Tree problems that are clearly visible during the maintenance activities, but not considered hazardous, will be reported to the City for direction and/or further evaluation. These hazards can be discovered through both routine pruning work or through other forms of inspection. The City may direct contractor to correct hazards in a timely manner. All work history should be recorded within cities tree inventory management program.

C. TREE INVENTORY

At the City's direction, the Contractor shall provide the City with recommendations for tree maintenance, recommended planting locations, and recommended removals. Attributes to be collected by field personnel may include Address, Street, Facility, Species, Diameter, Condition, Height, recommended maintenance, overhead utilities and parkway size and type.

1. GPS Tree Inventory

The City of Chino Hills currently maintains the inventory in Arbor Access. The Contractor must use Arbor Access or equivalent program to manage the inventory.

City shall provide the most up-to-date GPS inventory data to Contractor upon award of contract. Contractor will manage the entire inventory project. The project shall include field data collection, data entry, access to the computer software, and training of City employees on the use of the system, future technical maintenance and support and as an option, conversion of the existing database. Attributes to be collected by field personnel may include, but is not limited to:

- Tree Number
- City District/Grid/LLDs/Parks/R-Areas/Residential
- Street
- Location by Address
- Location by GIS
- Species by botanical name & common name
- Tree diameter
- Tree height
- Tree condition
- Tree dollar value
- Recommended Maintenance
- Existing overhead Utilities
- Parkway Size
- Parkway Type
- Sidewalk damage

2. Mobile Application

Tree inventory program must include a mobile application for field use. All data must reflect live data as it exists in the Tree inventory program. The functionality of the mobile application shall include the following minimum requirements.

- Mobile application must be compatible with Android systems.
- Mobile application must be usable for precision mobility view as user moves through canopied areas.
- Mobile application must include multiple layering feature including aerial imagery and street names.
- Mobile application must display tree icons based on precise GPS coordinates.
- Mobile application must be able to illustrate live work history records.
- Mobile application must allow a function that permits live data updates.
- Mobile application must be updated as new work records are modified.

3. Technical Support and Maintenance
The Contractor shall provide routine maintenance, archive, backup, restore and disaster recovery procedures as may be requested by the City. The Contractor shall provide complete support rapidly with experienced staff available to the City during the hours of 7:00 A.M. to 5:00 P.M. Monday through Friday. The Contractor shall be readily available by telephone, e-mail or may respond to the City's location within a timely manner.

IV. STANDARDS REQUIRED BY THE CITY

This service may consist of tree pruning, traffic clearance pruning, and palm pruning as specified. The following are standards that will be required by the City of Chino Hills:

A. WORK QUALITY
All tree pruning shall comply with good arboriculture practices for the particular species of trees being trimmed and shall be consistent with the Pruning Standards and Best Management Practices as adopted by the International Society of Arboriculture. The Contractor shall also meet the requirements of the current American National Standards, Z133, entitled "Safety Requirements for Arboricultural Operation," published by the American National Standard Institute., Inc., 1430 Broadway, New York, New York 10018.

The City's administrator shall determine if the Contractor has met all pruning requirements and payment shall notbe made for pruning that is not in accordance with the above standards. The Contractor shall be deemed in contract default, if they consistently fail to comply with the aforementioned standards.

B. TREE CARE STANDARDS

Prior to beginning the work, the Contractor shall review with the City administrator various methods, tools, and work scheduling to be used on the project. Unless otherwise indicated, tree pruning shall include but not be limited to accepted pruning activities.

Daily tree pruning operations shall commence no earlier than 7:00 A.M. and shall be completed each day no later than 5:00 P.M. in accordance with city ordinances.

All debris resulting from tree pruning operations shall be removed from the work site on a daily basis.

1. Grid Tree Pruning
At the direction of City staff, tree pruning per pre-designed districts, grids or prune routes on a set cycle to include all trees regardless of size. Pruning will include structural pruning and crown raising, and slight crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. No more than 25% of the foliage is to be removed at a given time. Special projects that are difficult to access, require the need for specialty equipment (i.e., 95-foot tower), service request pruning, or pruning to reduce and/or pruning to restore would fall under Crew Rental.

   (a) Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements.

   (b) Contractor shall notify the City forty-eight (48) hours in advance of scheduled pruning.

   (c) Contractor shall provide and post "No Parking" signs twenty-four (24) hours in advance of the work.

   (d) Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an English speaking supervisor experienced in tree maintenance operations. The Contractor shall be responsible for advance notification to the City at each work location of the intended tree operations. The Contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work.

   (e) Contractor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. Contractor must utilize Line Clearance Qualified Tree trimmers if working within 10ft of

high voltage power lines. In the event that aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company. In the event that work causes excavation, the City is responsible for properly marking the location and the Contractor is responsible for appropriate notification of Underground Service Alert (USA).

(f) No hooks, gaffs, spurs or climbers will be used for while climbing trees other than for removals and inaccessible Palms when needed.

(g) Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.

(h) Topping shall not be done unless specifically requested by the City.

(i) The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch, to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree.

(j) Cut laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least fifteen (15%) percent but no more than twenty-five (25%) percent.

(k) Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed.

(l) Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.

(m) Heading cuts and/or topping will not be allowed without city approval. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

2. Pruning for Clearance

As directed by city staff, tree pruning for traffic clearances shall provide clearances of at least fourteen (14') feet and no greater than sixteen feet (16') above finish grade for moving vehicles within the traveled roadway, (9') for pedestrians on sidewalks in accordance with standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards under "Pruning to Raise." Clearance trims are performed on a grid system or on a street-by-street basis. Clearances for adjacent structures and their connecting utility lines (service drops), shall be determined by the City staff and conform to the following:

a. The minimum clearance under trees within the street right-of-way shall be fourteen (14') feet over the traveled road, and nine feet (9') over the curb line and the sidewalk side of the tree. When pruning the bottom branches, care shall be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.

b. Cut to laterals to preserve the natural form of the tree. Remove lateral branches at their point of origin, or shorten the length of a branch by cutting to a lateral, which is large enough to assume leadership.

c. When cutting back, avoid cutting back to small suckers. Remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed.

3. Pruning Palm Trees
Palm tree pruning shall consist of the removal of loose dead fronds, fruit clusters and other vegetation from the trunks of all palms.

The use of climbing spurs or spike shoes for the purpose of climbing palm trees is prohibited, unless specifically approved by the City administrator. The Contractor shall be required to use an aerial tower with sufficient height to reach the crown for the purpose of pruning City Palm trees. Palm Skinning is an additional service to be billed to the City.

4. Aesthetic and/or Service Request Tree Pruning
As directed by City staff, trees that need service prior to their scheduled grid trim for aesthetic purposes shall be trimmed within two weeks of notification by the City to the Contractor. Pruning will include structural pruning, crown raising, crown cleaning and crown reduction in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. The trimming shall provide a symmetrical shape and aesthetically pleasing appearance typical of the species. In addition, trees shall be trimmed to provide a minimum clearance of fourteen (14) feet over the roadway and seven (9) feet over walkways. Trees shall also be

trimmed to remove any obstruction around traffic control devices, traffic signs and streetlights. Additional trimming shall be performed to mitigate any extreme effect of the clearance trimming and provide an aesthetic appearance.

The specific techniques employed shall be consistent with industry practice for the size and specific of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree. All trees shall be thinned of smaller limbs when necessary to distribute the foliage evenly as needed.

5. Tree Removals

After the City determines that a tree requires removal, the City prepares list of trees to be removed, marks trees, notifies homeowners and submits lists to Contractor. Contractor calls Underground Service Alert (USA) and prepares internal work order. Crew removes tree and hauls all debris. Crew grinds stumps to a depth of eighteen (18") inches. All holes will be backfilled; as well as all debris cleaned up and hauled away. Special projects that are difficult to access with equipment, or require the need for a crane or an aerial tower over seventy-five (75') feet would fall under Crew Rental rates. The City Staff shall make the final determination to remove or provide public noticing for removal at a later date. Removals shall be conducted in good workmanlike manner in accordance with the standards of the arboricultural profession.

All wood from removed trees is the property of the City and shall be disposed of at the direction of city staff. No wood shall be left along public right-of-way unless approved by the City staff. All tree parts are to be loaded into transport vehicles or containers. The vehicles or containers must have the front, sides and rear solid and the top shall be tarped, or otherwise tightly enclosed. The transporting of tree parts must be made so that no debris escapes during the transport. Branches, suckers, bark and other tree parts that are chipped are to be covered while transported and hauled to the disposal site during the workday.

The City is responsible for marking trees so that they are easily identifiable by Underground Service Alert and the Contractor. The Contractor shall be required to call Underground Alert at least 2 days before stumps are to be ground out. All tree stumps must be removed to at least 18 inches below the lowest soil level adjacent to the stump, or until deep roots are no longer encountered. The Contractor shall grind the stump a minimum distance of one and a half (1½') feet either side of the outer circumference of the stump, or until surface roots are no longer encountered.

Stumps should be cut low enough to the ground where routing can be done safely. This may be accomplished by cutting the stump at the time of grinding, or at the time of tree removal except for infrastructure conflicts. Holes created by stump and root grinding must be filled the same day. The resultant chips from routing may be used to fill the hole to two (2") inches above normal ground level. All excess routing chips debris will be removed and loaded into transport vehicle for disposal. Any damaged paved surfaces shall be restored to their original condition.

In areas where stump are not accessible with stump grinding equipment, stumps shall be flush cut as low as possible and treated with a herbicide sufficient to penetrate the cambium layer and prevent regrowth. Any regrowth will be addressed by the contractor.

6. Tree Planting

Tree planting includes the tree, stakes, ties and complete installation and watering at time of installation as directed by City staff. Planting lists should be compiled by the Inspector and submitted monthly or as needed. Contractor will guarantee the quality of the tree stock and the workmanship.

(a) Contractor shall provide all equipment, labor and materials necessary for the planting of trees throughout the City in accordance with the specifications herein.

(b) The City shall be responsible for marking locations and the Contractor will notify Underground Service Alert (USA) prior to planting.

(c) Planting pit shall be dug twice the width and the same depth of the root ball. Before placing the tree in the planting pit Contractor shall examine root ball for injured roots and canopy for broken branches. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged.

(d) Tree shall be placed in the planting pit with its original growing level (the truck flare) at the same height of the surrounding finish grade. In grass-covered parkways, the top of the root ball shall be level or slightly higher than the surrounding soil. In a concrete tree well, the root ball shall be 3 inches below the level of the finished surface of the concrete.

(e) Backfill material should be native soil. Eliminate all air pockets while backfilling the planting pit by watering the soil as it's put into the hole.

(f) Trees that are planted in parkways shall have a 4"- 6" high water retention basin built around the tree capable of holding at least ten (10) gallons of water. In a concrete tree well, soil should be raked against the edge of the concrete to create a sloping basin. Immediately after planting, the tree shall be watered thoroughly by filling the water retention basin twice.

(g) All trees shall be staked with two wooded lodge poles and two ties per pole. Minimum size of lodge poles shall be ten (10') feet long, with a one and a half (1½") inch diameter. Tree ties shall be placed at one third (⅓") and two-thirds (2/3) of the trunk height. Stakes shall not penetrate the root ball and shall be driven into the ground approximately twenty-four to thirty (24"-30") inches below grade.

(h) Trunk protectors such as Arbor-Gards or an approved equal shall be placed at the base of the trunk of all new trees immediately after planting.

(i) In some cases, root barriers may be required. The City will make this determination. Should a root barrier be required, the Contractor will install a mechanical barrier that redirects root growth downward, eliminating the surface rooting that damages expensive hardscapes and creates a hazard. The barrier shall be twelve (12") inches in depth and at a length determined by the City and placed in a circular fashion surrounding the tree's root system. Root barriers are an additional service and cost.

(j) Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.

(k) All trees shall be of good nursery stock that adheres to the American Standard for Nursery Stock as described in the current ANSI Z60.1 Standards. Trees shall be free from pests, disease and structural defects.

7. Emergency Response

The Contractor shall be required to provide emergency on call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any given time. The Contractor will be provided with locations and the work to be done at each location via telephone from a City authorized representative. Emergency work shall begin within two (2) hours of the initial telephone call.

Contractor shall be required to provide a twenty-four (24) hour emergency phone number upon award of contract. Should the contact persons or phone numbers change during the course of the contract, those changes shall be submitted to the City immediately.

Contractor shall be required to provide all necessary traffic control during the course of emergency work. Should the work involve any high voltage power lines or any utility lines the Contractor shall be required to notify the responsible utility company.

Work performed under the emergency provision of this contract shall be paid for on a crew hour basis. This shall include all labor, tools equipment, disposal fees and necessary materials.

8. Line Clearance Pruning
During the course of this contract the Contractor may be required to perform utility line clearance pruning as directed by City staff in conjunction with routine or non-routine pruning activities. The Contractor shall be required to furnish all supervision, Qualified Line Clearance tree trimmers, equipment and materials necessary to accomplish the work in accordance with the contract. The Contractor has the responsibility for compliance with safety and health standards of the California Occupational Safety and Health Act (OSHA) and all applicable rules, regulations and orders. The manager overseeing the project should be a Certified Utility Specialist and the persons completing the work shall be Line Clearance Qualified Tree workers. The competency of Contractor's personnel shall be maintained through regular training. All persons performing tree work on City trees in or around primary electrical lines shall be trained to do so in accordance the "Electrical Safety Orders" of the State of California.

9. Tree Watering
Watering is performed by a one-man crew with a water truck who will water various routes including landscape median and young trees that are three (3) years old and younger. Trees planted by the contractor will be watered, maintained and monitored for a minimum of 90 days after planting.

10. Small Tree Care
The City requires an active approach to the care of its young and newly planted trees. The Contractor shall be required to perform basic maintenance that will include but not be limited to tree well adjustments and watering, removal of weeds from tree wells, structural pruning, and re-staking when necessary.

11. Arborist Services
On occasion, the City requires tree evaluations including written reports. Reporting can be generated on as little as one tree to an entire urban forest population and is handled on a case-by-case basis.

12. Citywide Tree Risk Survey
At the city's request the vendor will be required to provide an annual or bi-annual tree risk survey. This survey will be performed in limited visual

assessment method. The city will identify the location and / or selection criteria of the trees to be assessed. The trees assessed will be documented from a drive-by perspective. All trees discovered having obvious significant defects or other conditions of concern will be documented for follow-up action. This follow-up action can include a higher level of assessment or other mitigation efforts like tree removal or pruning at the cities direction.

13. Plant Health Care

At the direction of the city the vendor shall be required to provide plant health care services including but not limited to the following; spraying, injecting, soil drenching as necessary to reduce a potentially harmful pest. This is done to maintain or improve the selected tree's appearance, vitality, and safety, using the most cost-effective and environmentally sensitive practices and treatments available. Plant Health Care involves routine monitoring and preventive treatments. All pesticide recommendations are to be made by a Pest Control Advisor in accordance with the Department of Pesticide Regulations.

C. PESTICIDES

1. Usage and Reporting

(a) Contractor shall submit Pesticide Usage Report(s) to City at the end of each month summarizing the facilities treated, pests treated, pesticides used, pesticide application rates, man hours and equipment.

(b) Report(s) will provide all information needed, and in a format sufficient for all annual reporting, including Integrated Pest Management (IPM) and National Pollution Discharge Elimination System.

(c) City IPM Policy encourages use of the least toxic pesticide required for effective control of a given pest.

2. Pests and Diseases

(a) All trees known or suspected to be diseased/infested, Contractor shall disinfect all tools and cut surfaces after each cut and between trees.

(b) For all trees with known or suspected Polyphagous Shot Hole Borer (PHSB), Fusarium, Gold Spotted Oak Borer (GSOB) or other high priority pests/pathogens as determined by the County. Contractor shall handle all debris in a manner consistent with

newest version of all appropriate Best Management Practices (BMP), which minimizes the chance of spreading infection or infestation.

(c) Material and debris from trees with known or suspected disease/infestation shall be chipped to 1" or smaller and shall not be left on site or used as mulch off site.

(d) No additional charges for disinfection or special handling shall be allowed.

3. Pesticide Treatment of Trees

(a) Contractor shall have an "in-house" Qualified Applicator apply chemicals in accordance with the recommendations from the "in-house" Agricultural Pest Control Advisor (PCA) and all applicable product labels and regulations.

(b) Applications will be made by drench, spray or injection as conditions warrant. The primary method of application shall be trunk or soil injection.

(c) Pesticides used in the treatment of City Inventory must be pre-approved by the City prior to application.

D. TRAFFIC CONTROL

Contractor shall conform to all City Traffic Safety requirements and operating rules at all times while this contract is in effect in accordance with the American Traffic Safety Services Association (ATSSA).

Contractor will be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to through traffic. This is to include a high visibility Arrow Board(s) as necessary. The City, prior to use, must approve all traffic safety equipment for use.

Illuminated arrow boards, sign stands, delineators and/or cones shall be used to identify work site for vehicular and pedestrian safety.

E. PUBLIC NOTICING OF STREET TREE PRUNING OPERATIONS

Contractor shall be required to notify residents and/or businesses of scheduled street tree pruning operations.
City approved "No Parking" signs shall be posted on individual street trees scheduled for pruning forty eight (48)hours prior to the work being performed.

F. CLEAN UP

Contractor shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.

Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight. Contractor's equipment may be stored overnight, with advance approval, in the City yards; however the City will not be responsible for security of Contractor's equipment.

The City staff or other authorized representative, shall be the sole judge as to the adequacy of the clean-up.

G. DISPOSAL OF DEBRIS

All tree branches produced as a result of the Contractor's operations under this contract will be reduced, reused, recycled, and/or transformed. The City will receive access to their Green waste Recycling report detailing the amount of debris recycled and the location. This report to be used for compliance with Assembly Bill 939.

1. Green waste Recycling Report:
   Green waste that is transported to an off site facility for grinding into mulch shall be documented and available to the City on a monthly basis.

2. Wood Chips:
   (a) Chips generated from pruning operations within the City may first be dumped at a City designated site.
   (b) At the direction of the City, wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. These chips shall be dumped in specified locations in the City.

H. INSPECTIONS

The City or its designated representative, shall, at all times, have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the work.

I. INVOICE

Invoice format shall include but not be limited to a list of each street that tree maintenance operations took place, the address of each individual tree, the species and its height and trunk diameter of each individual tree. Failure to submit invoices in this format may result in non-payment until these requirements are met.

J. INSPECTIONS

The City or its designated representative, shall, at all times, have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the work.

K. WITHHOLDING PAYMENT

The City may withhold payment to such extent as may be necessary to protect the City from loss due to one or more of the following reasons:

1. Defective or inadequate work not corrected.

2. Claims filed, or reasonable evidence indicating probable filing of claims.

L. MINOR MODIFICATIONS AND/OR ADDITIONAL WORK

1. The City may modify these specifications with the joint approval of the Contractor and the City. All modifications shall be in writing and authorized by the appropriate signatory.

2. In the event that the City should require additional work beyond the requirements of these specifications, the Contractor shall perform all work at a competitive price.

3. Additional work may be added to the contract work as the need arises. The Contractor shall perform all specified and approved additional work at the unit prices submitted with the proposal.

4. The Contractor must be willing to provide a competitive price for additional work that may be added to the contract. Contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials and equipment needed to complete the additional work in a timely manner.

COUNCIL AGENDA STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
DATE: OCTOBER 8, 2019

FROM: CITY MANAGER
ITEM NO: 17

SUBJECT: MAINTENANCE SERVICES AGREEMENT FOR CITYWIDE URBAN FOREST MANAGEMENT

RECOMMENDATION:

1. Adopt a resolution entitled: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR FISCAL YEAR 2019-20 INCREASING THE BUDGET IN VARIOUS FUNDS FOR CITYWIDE URBAN FOREST MANAGEMENT BY $122,425.

2. Authorize the execution of a three-year agreement with two one-year renewal options with West Coast Arborists to provide Citywide Urban Forest Management in an annual not-to-exceed amount of $652,700 and a five-year not-to-exceed amount of $3,263,500.

BACKGROUND/ANALYSIS:

The City currently maintains over 42,000 trees through the contract services of West Coast Arborists, Inc. (WCA), Agreement A2014-049. This agreement was set to expire on June 30, 2019. On June 25, 2019, the City Council approved the execution of Amendment No. 7 to Agreement A2014-049 with WCA to continue their services through September 30, 2019, in the not-to-exceed amount of $205,000.

Due to recent liability claims in neighboring cities, the California Joint Powers Insurance Authority (CJPIA) provided a comprehensive Request for Proposal (RFP) document for tree trimming services in order to reduce liability for its member agencies. Extending the WCA agreement by three months provided staff the opportunity to incorporate the CJPIA language, including increased liability insurance limits, into the City's Urban Forest Management RFP.

On August 20, 2019, staff distributed the RFP to several known tree service companies and also advertised on the City's website. As the current agreement is based on prices quoted in 2014, staff anticipated increased costs due to labor and insurance requirements over the past five years. Proposals were evaluated on the following criteria:

Approach to the work including task breakdown as related to the scope of the work	35%
Proposer's experience and technical competence, understanding of the project, and subject matter expertise on similar projects of equal complexity	25%
References and the proposer's willingness to agree to all terms of the Maintenance Services Agreement and available resources to perform the requested services	25%
Cost Factors	15%

The City received proposals from the following four reputable tree service companies:

- Great Scott Tree Services, Inc.
- Mariposa Landscape, Inc.
- Tree Pros, Inc.
- West Coast Arborists, Inc.

WCA ranked highest based upon the evaluation criteria set forth in the RFP as outlined above. As anticipated, the cost of services submitted from all proposers was significantly higher than the current rates. WCA pricing was consistent with other proposers. City staff met with WCA and negotiated a reduction in the hourly rates for services most frequently used by the City. This company is an industry leader in Southern California and has provided efficient, effective, and responsive tree maintenance services to the City of Chino Hills for over 20 years.

Staff is requesting a three-year agreement with the option of two one-year renewal options to commence October 9, 2019.

ENVIRONMENTAL (CEQA) REVIEW:

The proposed project is categorically exempt from the requirements of CEQA pursuant to Title 14 California Code of Regulations 15301 (h) as a Class 1 categorical exemption (Existing Landscape). This project involves maintenance of existing trees and is not anticipated to have any significant impacts with regards to traffic, noise, air quality, or water quality.

FISCAL IMPACT:

The proposed budget amendment will increase the expenditure budget in the General Fund by $17,195 and $105,230 in various other funds. The end result is a corresponding decrease in the projected ending fund balance of those funds by $122,425 in total.

REVIEWED BY OTHERS:

This agenda item has been reviewed by the Finance Director.

Respectfully Submitted,

Benjamin Montgomery
City Manager

Recommended By:

Daniel Bobadilla
Director of Public Works/City Engineer

Attachments Budget Resolution
Exhibit No. 1 - Budget Amendment
WCA Agreement

RESOLUTION NO. 2019R-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR FISCAL YEAR 2019-20 INCREASING THE BUDGET IN VARIOUS FUNDS FOR CITYWIDE URBAN FOREST MANAGEMENT BY $122,425.

WHEREAS, the City Manager has presented to the City Council a proposed budget for Fiscal Year 2019-20; and

WHEREAS, the City Council of the City of Chino Hills conducted a public meeting on June 11, 2019, to consider the Fiscal Year 2019-20 budget document, and adopted a budget for the fiscal year commencing July 1, 2019, and ending July 30, 2020; and

WHEREAS, amendments must periodically be made to the budget to conform to changed circumstances following adoption of the budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHINO HILLS DOES RESOLVE, DETERMINE, AND ORDERS AS FOLLOWS:

SECTION 1. Budget Amendment No. 20B016 is hereby approved as reflected on Exhibit No. 1, attached hereto.

SECTION 2. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 8th day of October, 2019.

CYNTHIA MORAN, MAYOR

ATTEST:

CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

MARK D. HENSLEY, CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) §
CITY OF CHINO HILLS)

I, Cheryl Balz, City Clerk of the City of Chino Hills, DO HEREBY CERTIFY that the foregoing Resolution No. 2019R- was duly adopted at a regular meeting of the City Council of the City of Chino Hills held on the 8th day of October, 2019, by the following vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Chino Hills, California, this 8th day of October, 2019.

_____
CHERYL BALZ, CITY CLERK

CITY OF CHINO HILLS
BUDGET AMENDMENT

BA # 20B016

Date: 10/8/2019
Requested by: Mary Grunder
Dept/Div: Public Works
Fiscal Year: 2019-20
Amount: $ 122,425.00
Description: To fund West Coast Arborists Contract

EXPENDITURES

GL String/Project String	Account Description	Current Budget	Proposed Amendment	Amended Budget
1000-60-60-630-000000-630100-	Gen Fund Facilities - Tree Maintenance	$ 6,000.00	$ 1,290.00	$ 7,290.00
1000-50-60-640-000000-630100-	Gen Fund P&L - Tree Maintenance	74,000.00	15,905.00	89,905.00
2110-50-60-670-000000-630100-	Gas Tax - Tree Maintenance	75,000.00	16,120.00	91,120.00
2230-50-60-640-000000-630100-	Parks Maint - Tree Maintenance	22,000.00	4,728.00	26,728.00
2251-50-60-640-000000-630100-	Rolling Ridge - Tree Maintenance	44,000.00	9,457.00	53,457.00
2252-50-60-640-000000-630100-	L&L 1-H Los Ranchos - Tree Maint	289,100.00	62,137.00	351,237.00
2254-50-60-640-000000-630100-	L&L 1-B The Oaks - Tree Maintenance	7,200.00	1,547.00	8,747.00
2259-50-60-640-000000-630100-	L&L 1-M Rincon - Tree Maintenance	32,000.00	6,878.00	38,878.00
2270-50-60-640-000000-630100-	L&L Vellano - Tree Maintenance	12,600.00	2,708.00	15,308.00
2240-50-60-640-000000-630100-	L&L Los Ranchos Arterial - Tree Maint	3,800.00	817.00	4,617.00
2242-50-60-640-000000-630100-	L&L Carbon Canyon Arterial - Tree Maint	1,000.00	215.00	1,215.00
2280-50-60-640-000000-630100-	Vila Borba - Tree Maintenance	2,900.00	623.00	3,523.00

REVENUES

GL String/Project String	Account Description	Current Budget	Proposed Amendment	Amended Budget
				$ -
				-
				-
				-
				-
				-

REASON/JUSTIFICATION

To increase appropriations totaling $122,425 in Public Works Department Tree Maintenance accounts for the Citywide Urban Forest Management agreement with West Coast Arborists, Inc.

Exhibit "B"
Schedule of Compensation

EXHIBIT "B"

SCHEDULE OF COMPENSATION

In conformity with the terms and conditions of the Contract, **West Coast Arborists, Inc.** hereby proposes to the **City of Montebello** the following Schedule of Compensation:

DESCRIPTION	UNIT	UNIT PRICE
Routine Annual Tree Trimming on Grid Basis[1]	per tree	$ 69.00
AESTHETIC OR SERVICE REQUEST PRUNING		
0 – 6" DSH	per tree	$ 69.00
7" – 12" DSH	per tree	$100.00
13" – 18" DSH	per tree	$ 150.00
19" – 24" DSH	per tree	$ 200.00
25" – 30" DSH	per tree	$ 275.00
30" DSH & over	per tree	$ 350.00
Ficus Pruning	per tree	$ 320.00
Crown Reduction / Restoration Pruning	per tree	$ 362.00
PALM TREE TRIMMING		
Coco Palm, any size	per tree	$ 69.00
Washingtonia Palm, any size	per tree	$ 69.00
Date Palm, any size	per tree	$ 195.00
Palm Skinning	LF	$ 14.50
TREE REMOVAL		
Tree and Stump Removal 0 – 24" DSH	Inch	$ 24.80
Tree and Stump Removal 25" DSH & over	Inch	$ 36.00
Stump Only Removal	Inch	$ 15.00
TREE PLANTING		

[1] Grid trimming will be on a 5-year cycle

15 Gallon Tree	Each	$ 130.00
24" Box Tree	Each	$ 243.00
36" Box Tree	Each	$ 750.00
Tree Watering	per day	$ 520.00
GPS Tree Inventory	per tree	$ 1.00
Crew Rental (per man)	per hour	$ 77.00
Specialty Equipment Rental	per hour	$ 115.00
Emergency Response (evening, weekend, holiday)	per hour	$ 100.00

ITEM # 20

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 4100 WITH STAR-DUST TOURS, INC.FOR CHARTER BUS SERVICES**

DATE: May 27, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 4100 with Star-Dust Tours, Inc. for an additional one-year term and to increase the annual not-to-exceed amount to $110,000; and
2. Authorize the City Manager to execute Amendment No. 1 on behalf of the City; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Star-Dust Tours, Inc. provides charter bus services for the Recreation and Community Service Department on an as-needed basis for various programs. Amendment No. 1 (Attachment A) to Agreement No. 4100 (Attachment B) with Star-Dust Tours, Inc. is proposed for an annual not-to-exceed amount of $110,000 for the current agreement term through June 30, 2026 and for the additional one-year term from July 1, 2026 to June 30, 2027. The cost for both terms is fully covered by special revenue/grant funding and sufficient funding is available in Fiscal Year 2025-26 and appropriations will be placed in the proposed FY 2026-27 budget in Account No. 210-70-710-6040.10 (Proposition A, Parks and Recreation, Recreation, Other Contract Services) and Account No. 265-70-741-6040.10 (Grants, Parks and Recreation, State of California Outdoor Equity Program, Other Contract Services). Therefore, no budget amendment is needed as part of the recommended actions.

BACKGROUND/DISCUSSION:

On April 26, 2023 the City entered into an agreement with Star-Dust Tours, Inc. to provide charter bus services through June 30, 2026 as a result of Request for Proposals No. 23-07. The agreement was for an initial three year term, with an option to extend the contract for two (2) additional one-year terms. The proposed Amendment No. 1 will be the first extension of Agreement No. 4100.

Star-Dust Tours, Inc. has demonstrated the desired ability, knowledge and experience to continue providing services for the City. The company provides charter bus services for the Recreation and Community Services Department and services include providing shuttle transportation for special event parking, senior trips, Rec N Go program trips, Montebello Outdoor Adventure program trips, and childcare field trips.

City Council is being asked to consider amending Agreement No. 4100 thereby extending the agreement with Star-Dust Tours, Inc. for an additional one (1) year term from July 1, 2026 to June 30, 2027 and increasing the annual not-to-exceed contract amount to $110,000 for both the current agreement term and the term extension.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

The City Council will consider approval of Amendment No. 1 to Agreement No. 4100 with Star-Dust Tours, Inc. to provide charter bus services.

ATTACHMENT(S)

1. Attachment A - Amendment No. 1 to Agreement No. 4100
2. Attachment B - Agreement No. 4100

CITY OF MONTEBELLO

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 4100
WITH STAR-DUST TOURS, INC.

This Amendment No. 1 to Professional Services Agreement No. 4100 ("Amendment No. 1"), is made and entered into this 27th day of May 2026, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and Star-Dust Tours, Inc. (hereinafter referred to as the "Consultant"). The City and the Consultant are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Consultant and the City entered into certain Agreement for charter bus services by and between the City of Montebello and Star-Dust Tours, Inc., dated April 26, 2023 ("Agreement"), pursuant to which City retained Consultant to provide charter bus services, as further described in the Agreement; and

WHEREAS, the City desires to increase the annual not-to-exceed amount of this Agreement; and

WHEREAS, the Parties being mutually satisfied with the other's performance thereof, desire to amend the Agreement for the purpose of extending the term of the Agreement for an additional one (1) year term, specifically from July 1, 2026 to June 30, 2027.

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

AMENDMENTS

SECTION 2. Section 2(c) of the Agreement Services/Compensation is amended to read as follows:

c. Services/Compensation. The Consultant shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as Exhibit "B" and incorporated fully herein by this reference ("Compensation"). The Consultant shall not incur fees or costs which exceed the Compensation without prior written consent of the City. The total annual not-to-exceed contract amount is One Hundred and Ten Thousand Dollars ($110,000) for Year 3 (July 1, 2025 to June 30, 2026) and Year 4 (July 1, 2026 to June 30, 2027) of the Agreement term.

SECTION 3. Section 3(a) of the Agreement Term is amended to read as follows:

a. Term. The term of this Agreement shall be extended from July 1, 2026 to June 30, 2027, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to one (1), one-year extension upon such terms and conditions mutually agreed upon by the Parties writing.

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

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

("CITY")	("CONSULANT")
CITY OF MONTEBELLO	**STAR-DUST TOURS, INC.**
Raul Alvarez, City Manager	Frank Gonzalez Jr., Owner

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit B – Schedule of Compensation

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 4100 WITH STAR-DUST TOURS, INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on April 26, 2023 ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and STAR-DUST TOURS, INC. (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide charter bus services for the CITY; and

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including scope of work, fee schedules, and any and all addenda or supplemental agreements.
2. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

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

b. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to conduct a feasibility study as set forth fully in the scope of work, as such is set forth fully in **Exhibit "A"** attached hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

c. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized

billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY. The total annual not-to-exceed contract amount is Ninety Thousand Dollars ($90,000).

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire three (3) years and two (2) months from the Effective Date, through June 30, 2026, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2), one-year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

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

SECTION 4. PERFORMANCE.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

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

b. All data, documents, discussion, or other information developed or received by the CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONSULTANT without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be

returned to the CITY upon the termination or expiration of this Agreement. The CONSULTANT agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable"

costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

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

SECTION 12. CALPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

b. In the event that the CONSULTANT or any employee, agent, or subconsultant of the

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

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

injury and property damage.

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

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

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

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

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

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

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

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: GSkibar@cityofmontebello.com

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

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

h. The CONSULTANT shall provide proof that policies of insurance required herein

expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

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

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

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

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

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

SECTION 21. MISCELLANEOUS.

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

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

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

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

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

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

SECTION 22. NOTICE.

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

If to CITY:
City of Montebello
Attn: René Bobadilla, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: rbobadilla@cityofmontebello.com

With a copy to:
City of Montebello – Recreation & Community Services
Attn: David Sosnowski, Director
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-4540
Email: dsosnowski@cityofmontebello.com

If to Consultant:
Star-Dust Tours, Inc.
Attn: Frank Gonzalez Jr.
520 S Greenwood Ave.
Montebello, CA 90640
(562) 254-0876
allcityshuttle@yahoo.com

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

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

("CITY")

CITY OF MONTEBELLO

Arlene Salazar
Acting City Manager

Arlene Salazar, ~~Assistant~~ Acting City Manager

("CONSULTANT")

STAR-DUST TOURS, INC.

Frank Gonzalez Jr., Owner

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

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



Stardust Tours

Proposal For:
City of Montebello
Charter Bus Services
RFP No. 23-7

Submitted by: Frank Gonzalez Jr. (contact)
Ph: 562-254-0876
E-mail: allcityshuttle@yahoo.com

520/528 S. Greenwood Ave.
Montebello, Ca 90640

Completed on: March 10th of 2023

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1. Cover Letter

Star-Dust Tours, Inc.

520 S. Greenwood Ave. Montebello, Ca 90640

To Sir or Madam:

On behalf of our company, I thank you for giving us the opportunity to bid on this contract and potentially work with the City of Montebello and its residents.
Star-Dust Tours, Inc. has been in business since 2010 but its Vice President (Florencio Gonzalez) has been working in the bus transportation industry since 1988. We pride ourselves in providing a great experience and most of all safe service. Currently our fleet consists of just over sixty commercial vehicles. We believe what separates us from other companies in this industry is the personal service we always offer to those we work for. We are available by phone and e-mail 24 hours a day, seven days per week. We understand the importance of flexibility and are always aware that our customers come first. Eighty percent of our office staff have obtained a commercial license. This allows us to react quickly and solve problems if one way arise due to driver availability or last-minute requests. One hundred percent of our customers consist of schools (public and private) and city municipalities. After being in business for all these years we've come to realize that equipment cleanliness, punctuality and common courtesy towards our customers is what makes us successful in this industry. Keeping up with current times we've also implemented GPS and video monitor systems on our vehicles which create a more proficient and most importantly safer system for our company. We do understand it's the relationship between our company and the vendor/customer that makes a great difference in the overall service provided. The only information we would expect the City of Montebello to provide during this contract are basic trip details and contact information for each individual service. Once given this information we can take care of the rest and carry out the great service expected of us. We thank you again for your time and consideration.

Sincerely,

Frank J. Gonzalez Jr.
Manager of Operations / President

2. Experience

Frank Sr. (Vice President) started his first transportation company after working as a city transit bus operator for the City of Santa Monica ("Big Blue Bus" Lines) for over twelve years. After venturing on his own and gaining success in the industry for almost twelve years, Star-Dust Tours, Inc. was then established in November of 2010.

Over the years we've focused on providing our services for local school and city agencies. In the Last three years we've acquired contracts with over 30 schools (public and private) and six city municipalities. Almost ninety-five percent of our operations is conducted within Southern California.

3. Assigned Company Personnel

A. The following personnel listed will be dedicated to this contract (non-drivers):

1. Florencio Gonzalez Sr. - Owner/Lead Supervisor

Work Experience

Santa Monica Big Blue Bus
02/1986 - 03/2002

- Hired on as a commercial transit driver and covered multiple routes.
- Handled all scheduling for any charter events booked with the city.
- Drove all charter trips reserved with the city.
- Was lead driver for any special events.

All City Bus Lines
1996/ - 03/2010

- Established and owned 1st commercial transportation company.
- Was awarded various city and school contracts.
- Gained multiple shuttle contracts throughout the Los Angeles Area.

2. Frank J. Gonzalez Jr. – Owner/Manager of Operations/Dispatcher

Work Experience

All City Bus Lines
07/2005 – 02/2010

- Reviewed and handled all office records and invoicing.
- Managed the supervision and dispatching for all drivers.
- Developed and implemented new marketing and sales plans.
- Managed all current and new acquired contracts.

Star-Dust Tours, Inc.
02/2010 – 01/2023

- Supervise all drivers and office personnel.
- Manage and supervise all acquired contracts.
- Manage schedules, organize events, and oversee daily operations.
- Hire new drivers and personnel.
- Lead dispatcher for all drivers

Education:

-St. John Bosco High School (Bellflower, Ca)

-Rio Hondo College (Whittier, Ca)

-Cal State Long Beach

3. Dean Gonzalez-Fleet Mechanic / Diesel Mechanic

Work Experience:

Motor Coach Industries (MCI)
08/2017 – 10/2019

- Handled various maintenance orders.
- Inspected commercial vehicles.

Star-Dust Tours, Inc.

11/2019 – Present Date

Certificates:

Tech 3 Certification (MCI Academy)

Tech 2A Certification (MCI Academy)

Education:

UTI (Universal Technical Institute)- Emphasis on Diesel Mechanics
09/2017 – 07/2019

4. Frank Salas -Lead Diesel Mechanic / Diesel Technician

Work Experience:

ABC Bus Company
05/2005 – 06/2007

- Recovering and charging of R134 air conditioning systems
- Superior knowledge of VanHool bushings and kingpins.

Silver State Trailways, Placentia, Ca
06/2007 – 09/2011

- Carry out inspections for all fleet vehicles
- Supervise and train incoming technicians

SWP- Santa Fe Springs
12/2011 – 04/2019

- Specialized on rebuilding of engines
- Troubleshoot failures on engines, generators and service trucks.

4. Licensing / certifications / Usage Reports

- Upon request Star-Dust Tours will provide the city with all records and inspections required by local and state laws.
- Daily and monthly inspection reports for each vehicle will remain available to the city upon request.
- Star-Dust Tours is solely responsible for compliance with all legal requirements for operations of commercial vehicles.
- Licensing and certifications for all drivers assigned to his contract will be provided to the school upon request.
- All drivers will maintain proper licensing and certifications to operate company vehicles.
- Evidence of any documents and/or certifications will be available upon request and be provided.

5. Equipment to be used/ Location

- For this contract we have a combination of school, charter and mini/shuttle buses that will be available to the city to carry out any transportation needs.
- The total number of commercial vehicles available for use in this contract is just over thirty-five units.
- Age of buses/vehicles range from two to ten years of age.
- Buses are equipped with heating/cooling systems.
- Travel time from our business to various locations in Montebello City varies from 5-10 minutes.
- All vehicles assigned to this contract will be stationed at our main facility. Located at: 520/528. S. Greenwood Ave., Montebello, Ca 90640.
  All commercial vehicles are certified by the California Highway Patrol and Public Utilities Commission for the State of California.

Portable Commercial Vehicle Lifts:



We own and operate certified, portable commercial lifts in our maintenance facility located in Montebello, Ca. Mechanical lifts like these are standard for all city and school bus transportation departments. Special tools like these allow us to carry out our maintenance operations as thoroughly and efficiently as possible.

Outdoor Rated Spray Booth:



We carry out all paint and body work on site at our facilities in Montebello, Ca. We own and operate our own fully outdoor rated commercial spray booth. This allows us little down time when any vehicle requires repairs and regular upkeep. We operate our commercial body shop year-round and provide these services to other outside vendors as well.

6. Vehicle Maintenance and Safety Program

Policy:

It is our policy to thoroughly service and maintain all equipment to provide safe, comfortable and reliable transportation.

Goals and Objectives:

The goals and objectives of our vehicle maintenance program are:

A. Maintain vehicles to promote the safety and comfort of passengers, operators, and protect the public.

- Conduct regular pre-trip inspections to identify vehicle and equipment problems and assure vehicles are in good operating condition.
- Conduct basic Preventive Maintenance service routines in a timely manner to identify vehicle problems and keep vehicle systems in good repair.
- Conduct vehicle repairs in a timely manner and in accordance with industry best practices.
- Maintain a clean appearance for vehicles through regular interior and exterior cleaning**.**

B. Manage Preventive Maintenance and repair activities to promote the reliability of the service by minimizing service interruptions due to vehicle or equipment failure.

- Regularly inspect vehicles to identify and correct problems in to prevent service interruptions.
- Schedule repairs promptly to minimize service interruptions.
- Utilize subcontractors as needed to perform specialized services and to supplement our own maintenance staff efforts.
- Analyze repair, road call and tow data to identify trouble-prone components or systems for pro-active attention.

C. Maintain vehicles and equipment to promote cost-efficiency of operations.

- Maintain and repair vehicles to ensure their operation at peak efficiency, including fuel efficiency, emissions systems, etc.
- Analyze fleet fuel usage and repair data; identify vehicles which may need remedial work or may need to be made inactive.

- Maintain vehicles and related equipment to fulfill manufacturer's warranty requirements and pursue warranty repairs where applicable; research and follow up on any applicable recalls or service bulletins.

- Maintain vehicles to maximize the useful vehicle life, including the life of key components such as tires, brakes, batteries, etc.
- Manage the maintenance program to be cost effective in terms of staff time, service vendors and parts and supplies costs.

D. Conduct vehicle operations, repairs, and cleaning in compliance with applicable local, state and federation regulations.

- Ensure that shop equipment and maintenance procedures comply with applicable OSHA laws and regulations protecting the health and welfare of workers.
- Handle and dispose of fuels, lubricants, solvents, tires, and related materials in a safe and environmentally responsible manner.
- Maintain vehicles to comply with relevant emission standards and other applicable regulations.
- Conduct vehicle cleaning to comply with applicable wastewater and other relevant regulations.
- Conduct maintenance and repairs in compliance with environmental standards and other relevant regulations.

7. Program Elements:

Pre-trip inspections.

Each vehicle will be inspected at the start of each shift by a driver trained in the procedure. A walk-around will be performed with a vehicle pre-trip checklist and any irregularities reported to the Mechanic before the vehicle leaves the lot.

Basic Service Routines

Per the recommendations of the chassis, bus body, and wheelchair lift manufacturers, and the additional recommendations of the SDT's mechanic, a thorough preventive maintenance schedule will be established and followed for each vehicle. At or before the recommended mileage intervals, the SDT's Mechanic will perform all the elements of maintenance due at that mileage.

8.

Vehicle Cleaning

Interior cleaning and sweeping of each in-service vehicle will be performed at the end of each shift by Special Mobility Services' driving staff. Vehicle exteriors will be washed on a weekly basis or more frequently, as needed.

Vehicle Repairs

The need for a vehicle repair may be discovered during a pre-trip inspection, preventive maintenance inspection, or breakdown. The Mechanic will determine warranty coverage for the system requiring attention, and if appropriate, pursue warranty repairs with the appropriate vendor, bus or chassis manufacturer, or authorized warranty outlet. The SDT's Mechanic will determine whether the repair can be accomplished in-house, or because of the need for special diagnostic expertise or equipment, will be assigned to a subcontractor.

Documentation and Analysis

Vehicle condition will be regularly documented through pre-trip inspections and problems discovered on the road will be documented on a Vehicle Condition Report by the driver. In addition, all vehicle maintenance and repair activity and costs will be documented. Vehicle data will be organized for summary and analysis.

8.Terms of payment

A. Billing Schedule

- Invoices for any provided services will be billed one week after services are completed.

B. Payment agreement

- All invoices are agreed to be paid within 30 days once received from our office.

9. Conflict of Interest Statement

Star-Dust Tours, Inc. is currently in contract with the City of Montebello for the previous Charter Bus Services contract. Aside from having a current contract in place with the City, our company does not possess any financial, business, or other form of conflict of interest with the City of Montebello.

City of Montebello
Charter Bus Services
RFP No. 23 – 7

Enclosure 2 – Cost Proposal

Please list your cost for each of the requested items and the in the PlanetBids electronic form:

Up to 22 passenger bus

Item 1 - $ 4.50 per mile
Item 2 - $ 650.00 per hour (up to 5 hours)
Item 3 - $ 120.00 per hour (5-24 hours)

Up to 35 passenger bus

Item 4 - $ 5.25 per mile
Item 5 - $ 700.00 per hour (up to 5 hours)
Item 6 - $ 120.00 per hour (5-24 hours)

Up to 47 passenger bus

Item 7 - $ 5.75 per mile
Item 8 - $ 900.00 per hour (up to 5 hours)
Item 9 - $ 130.00 per hour (5-24 hours)

Up to 56 passenger bus

Item 10 - $ 5.75 per mile
Item 11 - $ 900.00 per hour (up to 5 hours)
Item 12 - $ 130.00 per hour (5-24 hours)

Rate for School Bus (55+ passengers)

Item 13 - $ 5.00 per mile
Item 14 - $ 650.00 per hour (up to 5 hours)
Item 15 - $ 100.00 per hour (5-24 hours)

Cancellation Rates/Fees

Item 16 - Less than 48hours notice: $00.00

Miscellaneous Charges/Fee not reflected above (must be itemized):

Item 17 – Description: Fuel Sir Charge (per trip) $ 40.00

Item 18 – Description: _____ $ _____

Item 19 – Description: _____ $ _____

The undersigned, on behalf of the vendor, certifies that: (1) the person whose signature appears below is legally empowered to bind the company in whose name the bid entered; (2) has read the complete Request for Proposals and understands all provisions; (3) if accepted by the City, this bid is guaranteed as written and will be implemented as stated. (4) by submitting bid, bidder agrees to all the terms of this RFP document, including but not limited to, each and every provision of the General Term and Conditions of RFP; and mistakes in writing of the submitted bid will be the bidder's responsibility.

Authorized Signature: F. Gonzalez Date: 3/10/2023

Name: Frank J. Gonzalez Jr. Title: President

Company Name: Star-Dust Tours, Inc. / dba The Bus Phone: 562-254-0876

ITEM # 21

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: John Soria, Director of Transportation

SUBJECT: **APPROVE ISSUING REQUEST FOR PROPOSALS, NO. 26-15 FOR DEMOLITION, ENVIRONMENTAL, REMEDIATION, SITE CLEARANCE AND GRADING SERVICES**

DATE: May 27, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve issuing Request for Proposals (RFP) No. 26-15 for Demolition, Environmental Remediation, Site Clearance, and Grading (DESG) Services; and
2. Take such additional, related, action as may be desirable.

FISCAL IMPACT:

There is no fiscal impact by issuing Requests for Proposals (RFP) No. 26-15 for Demolition, Environmental Remediation, Site Clearance, and Grading (DESG) Services (Attachment A). Once a vendor is selected for the award, the City Council may be requested to consider approving an agreement and amend the Transportation Department's Fiscal Year 2026-27 adopted operating budget to appropriate funds necessary to execute the agreement. Therefore, a budget amendment is not needed at this time.

BACKGROUND/DISCUSSION:

The City of Montebello's Montebello Bus Lines (MBL) is soliciting proposals from qualified vendors to provide DESG Services for City-owned properties as follows:

- 860 Truck Way

- 1213 West Olympic Boulevard
- 1301 West Olympic Boulevard

The proposed project will consist of two phases:

- Environmental remediation and hazardous material abatement; and
- Demolition and site clearance activities.

Phase 1 of the project will include the removal and lawful disposal of asbestos-containing materials (ACM), lead-based paint (LBP), and any other hazardous materials identified through environmental surveys or encountered during demolition operations. The contractor will also be responsible for all regulatory notifications, environmental monitoring, waste manifests, haul tickets, and closure documentation required by applicable agencies.

Phase 2 will include demolition and removal of all existing site improvements and materials, including buildings, foundations, paving, fencing, landscaping, abandoned utilities, miscellaneous structures, and related debris. Upon completion of demolition activities, the contractor will perform grading, soil compaction, and site stabilization activities necessary to leave the properties in a clean, level, safe, and environmentally compliant condition suitable for future municipal use and redevelopment.

The goal of RFP No. 26-15 is to solicit proposals from qualified contractors with demonstrated experience in environmental remediation, demolition, grading, hauling, and public works site preparation services. A competitive selection process will be utilized to evaluate proposals based on contractor qualifications, project experience, technical approach, project schedule, proposed personnel, and cost considerations. The selected contractor will be responsible for furnishing all labor, supervision, equipment, materials, permits, disposal services, environmental controls, traffic control, and incidentals necessary to complete the work in accordance with all applicable federal, state, county, and local environmental and regulatory requirements.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend the City Council approve issuing RFP No. 26-15, attached hereto in substantial form, for DESG Services; and direct staff to take such additional related action as may be desirable.

ATTACHMENT(S)

1. RFP No. 26-15

City of Montebello

REQUEST FOR PROPOSALS (RFP) No. 26-15

BUS LINES

DEMOLITION, ENVIRONMENTAL, REMEDIATION, SITE CLEARANCE, AND GRADING SERVICES

May 28th, 2026

ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

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

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Exhibit K – Drug Free Workplace
Exhibit L – Compliance with 49 CFP Part 655

INTRODUCTION

The City of Montebello (City), Montebello Bus Lines (MBL), invites proposals from fully qualified and experienced vendors, licensed in the State of California, to provide comprehensive environmental remediation, demolition, utility abandonment, grading, hauling, and site clearance services for City-owned properties located at:

860 Truck Way, Montebello, CA 90640

1213 W. Olympic Boulevard, Montebello, CA 90640

1301 W. Olympic Boulevard, Montebello, CA 90640

Services shall include, but not be limited to, hazardous material abatement, demolition of buildings and structures, removal of foundations and underground improvements, utility coordination and abandonment, hauling and lawful disposal of debris and hazardous materials, grading, dust control, environmental protection measures, and final site restoration. The Contractor shall ensure that all work is performed in a safe, efficient, and environmentally compliant manner while minimizing impacts to adjacent public facilities and surrounding properties.

All environmental remediation activities shall be completed in accordance with the requirements of the South Coast Air Quality Management District (SCAQMD), Environmental Protection Agency (EPA), California Occupational Safety and Health Administration (Cal/OSHA), Department of Toxic Substances Control (DTSC), and all other applicable regulatory agencies having jurisdiction. No demolition activities shall commence until all required hazardous material abatement and regulatory clearances have been completed.

The City operates MBL to provide reliable and efficient public transportation services to the residents of Montebello and neighboring communities. As the third-largest municipal bus system in Los Angeles County, MBL proudly serves 2.6 million passengers a year throughout the communities of Alhambra, Bell Gardens, San Gabriel, Boyle Heights, Commerce, Downtown Los Angeles, East Los Angeles, La Mirada, Montebello, Monterey Park, Pico Rivera, Rosemead, South Gate, and Whittier.

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

DATE: May 28th, 2026

ATTENTION: PROSPECTIVE PROPOSERS

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 26-15

TITLE: CITY OF MONTEBELLO and MONTEBELLO BUS LINES

DEMOLITION, ENVIRONMENTAL, REMEDIATION, SITE CLEARANCE, AND GRADING SERVICES

The City of Montebello ("City") is seeking proposals from fully qualified and experienced contractors, licensed in the State of California, to provide comprehensive environmental remediation, demolition, utility abandonment, grading, hauling, and site clearance services for City-owned properties. The selected Contractor will serve as the City's project partner, providing all labor, supervision, equipment, materials, transportation, environmental controls, disposal services, permitting, and related services necessary to complete the work in a safe, efficient, and environmentally compliant manner. The Contractor shall be responsible for coordinating hazardous material abatement, demolition operations, utility disconnections and abandonment, debris hauling and disposal, grading activities, dust control measures, and final site restoration in accordance with all applicable federal, state, county, and local regulations. The Contractor shall also coordinate with all applicable regulatory agencies, maintain required permits and documentation, provide ongoing project reporting, and ensure that all work complies with applicable safety, environmental, and public works standards throughout the duration of the project.

The term of the proposed agreement shall commence upon issuance of the Notice to Proceed and shall continue for three (3) months or until completion of all work and final acceptance by the City, whichever occurs later.

A Pre-Proposal Meeting will be held on **Thursday, June 11th, 2026.** The meeting will convene at **3:00pm** Pacific Standard Time in the Transportation Building located at 400 South Taylor Avenue, Montebello. A facility walk-thru will follow the meeting.

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

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

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

City will not be bound by any such comments or responses. Inquiries received via telephone or orally in-person will not receive a response.

Proposals must be received by **3:00pm** Pacific Standard Time, on **Thursday, July 2, 2026,** and submitted in accordance with the instructions contained in this RFP. No exceptions will be granted regardless of reason or circumstances.

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

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

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

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

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

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

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

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

TIMETABLE & SCHEDULE OF EVENTS (30-90 Days)

Scheduled Tasks	Scheduled Date	
Issuance of RFP	Thursday	May 28, 2026
Pre-Proposal Meeting	Thursday	June 11, 2026, at 3:00 PM PST
Deadline to Submit Questions	Thursday	June 18, 2026, at 3:00 PM PST
Responses to Questions Provided	Thursday	June 25, 2026
Deadline to Submit Proposals	Thursday	July 2, 2026, at 3:00 PM PST
Presentations & Intent to Award	July/August 2026	

PROPOSAL SUBMISSION CHECKLIST

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

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 5	
2	Letter of Transmittal	Page # 40	
3	Licensing, Permits, and Certificates	Page # 17	
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	
5	References	Exhibit B	
6	Insurance	Exhibit C	
7	Cost Proposal Sheet	Exhibit D	
9	Bidder's List of Sub-vendor(s) (DBE and Non-DBE)	Exhibit E	
10	Certification Regarding Debarment, Suspension….	Exhibit F	
11	Performance Guarantee Certification	Exhibit G	
12	Performance Bond	Exhibit H	
13	Irrevocable Standby Letter Of Credit Certificate	Exhibit I	
14	Bank Draft	Exhibit J	
15	Certification of Drug-Free Workplace	Exhibit K	
16	Certificate of Compliance with 49 CFR Part 655	Exhibit L	
	OPTIONAL ITEMS		
15	Requests for exceptions or deviations.	Page # 8	

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

SECTION 1 - INSTRUCTIONS TO PROPOSERS

PROPOSAL FORMAT AND SUBMITTAL

Proposals can be submitted via the https://pbsystem.planetbids.com/portal/33072/portal-home Portal (accessed through the City of Montebello's official website at https://cityofmontebello.hosted2.civiclive.com/cms/One.aspx?portalId=58756&pageId=84839)up to the hour of **3:00 p.m. on Thursday, July 2, 2026.**

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

Proposals shall not include a photocopy of the following:

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

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

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

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

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

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

EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Proposer represents that: (1) Proposer has thoroughly examined and become familiar with the Scope of Work required under this RFP, (2) Proposer comprehends all conditions that

may impact the proposal, (3) Proposer has reviewed all addenda, and (4) Proposer is capable of providing the equipment, goods and services necessary to perform the Scope of Work and/or meet the specifications outlined in this RFP, in a manner that meets the City's objectives. Failure to examine the documents and inform themselves shall be at the Proposers' own risk. A Proposer shall have no claim against the City based upon ignorance of or misunderstanding of the RFP documents. Once the award has been made, failure of a Proposer to have read all the conditions, instructions, and the agreement shall not be cause to alter any term of the agreement nor shall such failure provide valid grounds for a Proposer to withdraw its proposal or to seek additional compensation.

SECTION 2 – GENERAL TERMS AND CONDITIONS

ADDENDA

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

CLARIFICATIONS

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

All questions, clarifications or comments must be submitted no later than **3:00 pm, Thursday, June 18, 2026**. No questions will be answered individually by the City or Transportation Department.

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

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

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

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

DISCREPANCIES AND MISUNDERSTANDINGS

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

WITHDRAWAL OF PROPOSALS

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

REFERENCES

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

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

PROPOSAL SIGNATURES

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

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

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

PRE-CONTRACTUAL EXPENSES

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

- Preparing the proposal in response to this request.
- Submitting that proposal to the City.
- Negotiating with the City any matter related to this proposal, and/or

· Any other expenses incurred by the Proposer prior to date of award.

CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

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

STATE CREDENTIALS AND TAXES

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

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

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

CONFIDENTIALITY AND PUBLIC RECORD

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

JOINT OFFERS

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

COMPANY PERSONNEL

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

SINGLE PROPOSAL RESPONSE

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

PROTEST PROCEDURES

All protests must be filed in accordance with the following:

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

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

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

INCORPORATION OF PROPOSAL INTO AGREEMENT

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

TIME OF COMPLETION

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

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

PAYMENT

A separate invoice, referencing the respective purchase order number, shall be issued in duplicate for each invoice shown in the payment schedule, and addressed to:

City of Montebello
Attn: Accounts Payable
1600 West Beverly Boulevard
Montebello, California 90640

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

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

CONTRACT DOCUMENTS: ORAL CHANGES / CONTRACT TERMINATION

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

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

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

SCOPE OF CONTRACT

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

PERFORMANCE OF WORK

It is the intent of these specifications to provide only services of the highest quality. The cost to be quoted and submitted shall include all items of service and any other costs necessary to fully complete the work pursuant to the provisions. It is the aim of these specifications that the Vendor provide complete services of the type prescribed. Any items omitted from such specifications which are clearly necessary for the completion of such services shall be considered a portion of such services, although not directly specified or

called for in these specifications. No advantage shall be taken by the Vendor in the omission of any detail which goes to make the services complete, even though such detail is not mentioned in these specifications.

AWARD OF CONTRACT

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

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

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

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

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

POINT OF CONTACT

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

City of Montebello Transportation Department
Attention: Robert Fierro
Senior Management Analyst
400 South Taylor Ave.

Montebello, CA 90640
(323) 558-1625 ext. 1115
Email: RFierro@montebelloca.gov

If the Point of Contact determines a response to any such inquiry is warranted, said response will be issued to all prospective Proposers via PlanetBids.com.

EVALUATION OF PROPOSALS

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

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

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

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

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

The committee may ask the Proposers to consider the dialog of negotiations and revise their proposals. A deadline will be set for the submission of the revised proposals. If a Proposer is unable to meet the

deadline or chooses not to revise its proposal, its' existing proposal will be rescored along with revised proposals in the same manner as the original proposals.

EVALUATION CRITERIA

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

QUALITATIVE CONSIDERATIONS

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

1	**Project Management Plan** The proposal shall contain a detailed explanation of the project and not a reiteration of the RFP itself. The information offered should be a compendium of the Proposer's knowledge of the standards outlined in the Scope of Work.	**20 points**
2	**Proposed Project Team** Qualifications and experience of the Contractor's management team, staff, and key personnel; comprehensiveness of the proposed work plan; and the team's familiarity and experience with environmental remediation, demolition, grading, site clearance, and similar public works projects.	**10 points**
3	**Qualifications and Experience** Demonstrated experience providing environmental remediation, demolition, grading, and site clearance services of similar size, scope, and complexity. Presentation of project experience and technical expertise most advantageous to the City.	**15 points**
4	**Technical Approach** Vendor will submit with their proposal a written plan of action. Plan of action shall include contact persons and schedule adherence, as well as invoicing process. Understanding of the RFP requirements and illustrating the ability to meet performance objectives, compliance with all technical and administrative requirements, financial viability, accounting, and reporting.	**30 points**
	TOTAL	**75 points**

Price Considerations

The Price proposals will be evaluated as follows:

5	**Price** The Proposer's price proposal will be compared to the proposal with the Best Value to the City. The best value responsive price will receive the total weighted value for this criterion.	**25 points**
	TOTAL	**100 points**

SECTION 3 - OTHER REQUIREMENTS

LICENSING AND PERMITS

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

LIQUIDATION DAMAGES

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

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

BOND REQUIREMENTS

Bid Guarantee

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

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

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

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

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

Performance Guarantee

A Performance Guarantee in the amount of 5% of the Agreement value is required by the City to ensure faithful performance of the Agreement. Either a Performance Bond or an Irrevocable Standby Letter of Credit shall be provided by the Vendor and shall remain in full force for the term of the Agreement.

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

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

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

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

SECTION 4 – SCOPE OF WORK

BACKGROUND

The City of Montebello ("City") is seeking Proposals from qualified and reputable firms to provide comprehensive environmental remediation, demolition, utility abandonment, grading, hauling, and site clearance services for City-owned properties. The selected Contractor shall be responsible for delivering safe, efficient, and environmentally compliant services capable of meeting the City's operational requirements, regulatory obligations, project schedule, and redevelopment objectives. The contract term shall commence upon issuance of the Notice to Proceed and shall continue through completion of all work and final acceptance by the City.

SCOPE OF WORK

The Scope of Work entails providing comprehensive environmental remediation, demolition, utility abandonment, grading, hauling, and site clearance services for the City. In accordance with this Request for Proposals ("RFP"), the services shall include, but not be limited to, the following:

Demolition, Environmental Remediation, Site Clearance, and Grading Services

The City of Montebello ("City") is soliciting proposals from qualified contractors to provide complete environmental remediation, demolition, utility abandonment, grading, hauling, and site clearance services for the following City-owned properties:

- 860 Truck Way
- 1213 W. Olympic Boulevard
- 1301 W. Olympic Boulevard

The Contractor shall furnish all labor, supervision, tools, materials, equipment, transportation, permits, disposal services, environmental controls, traffic control, and incidentals necessary to complete the work in accordance with all applicable federal, state, county, and local regulations.

PROJECT PHASING

The work shall be completed in two (2) phases under one (1) mobilization unless otherwise approved by the City.

PHASE 1 – ENVIRONMENTAL REMEDIATION

The qualified Contractor shall remove and lawfully dispose of all asbestos-containing materials (ACM), lead-based paint (LBP), and any other hazardous materials identified in environmental surveys, hazardous material assessments, or encountered during demolition operations.

The Contractor shall:

- Perform all required notifications and regulatory coordination;
- Submit all waste manifests, haul tickets, clearances, air monitoring reports, commissioning reports, and closure packages;
- Provide all required environmental documentation to the City upon project completion.

All remediation work shall comply with:

- South Coast Air Quality Management District (SCAQMD),
- Environmental Protection Agency (EPA),
- California Occupational Safety and Health Administration (Cal/OSHA),
- Department of Toxic Substances Control (DTSC),
- and all applicable city, county, state and federal regulatory agencies.

No demolition work shall commence until all required hazardous material abatement and clearances have been completed.

PHASE 2 – DEMOLITION AND SITE CLEARANCE

The Contractor shall remove and dispose of all existing site improvements and materials as shown in the contract documents and as necessary to fully clear the properties.

Work shall include, but not be limited to, the removal of:

- Buildings and structures
- Foundations
- Footings and its entirety
- Slabs-on-grade
- Retaining walls
- Chain link fencing and gates
- Bollards
- Concrete and asphalt paving
- Concrete patios and walkways
- Irrigation systems
- Utility lines and abandoned underground utilities
- Outbuildings and miscellaneous structures
- Trees, shrubs, bushes, and landscaping within the property boundaries
- Miscellaneous debris and abandoned materials

Unless otherwise directed by the City, all underground improvements and utilities shall be removed to a minimum depth of three (3) feet below finished grade.

Public sidewalks, curbs, gutters, and adjacent public improvements shall remain and shall be protected during demolition activities. Any damage caused by the Contractor shall be repaired or replaced at no additional cost to the City.

The Contractor shall maintain continuous dust control and environmental protection measures throughout demolition operations.

UTILITIES

All existing utilities are anticipated to be disconnected prior to demolition; however, the Contractor shall verify and coordinate disconnection, capping, or protection of all utilities prior to commencement of demolition activities. No demolition shall begin until utilities are properly identified and addressed.

The Contractor shall coordinate with all utility providers and shall properly cap, plug, remove, or abandon all utility services in accordance with agency standards and permit requirements.

Utilities may include, but are not limited to:

- Water
- Sewer
- Storm drain
- Electrical
- Natural gas
- Telephone
- Fiber optic and communication lines

The Contractor shall contact Underground Service Alert (USA/DigAlert) a minimum of forty-eight (48) hours prior to any excavation activities and shall comply with all utility marking requirements.

GRADING

Upon completion of demolition activities, the Contractor shall perform all grading necessary to leave the sites in a clean, level, compacted, and safe condition suitable for future development. Grading work shall include:

- Backfill of excavations and voids,
- Moisture conditioning,
- Soil compaction,
- Rough grading,
- Import or export of soil, as necessary,
- Removal of excess material from the site,
- Establishment of positive drainage.
-

All grading operations shall comply with applicable City standards and geotechnical requirements.

DUST CONTROL AND ENVIRONMENTAL PROTECTION

The Contractor shall be responsible for implementing all necessary dust control and environmental protection measures throughout the duration of the project.

Dust control measures shall include, but not be limited to:

- Water spraying,

- Dust suppression equipment,
- Covering haul trucks,
- Street sweeping,
- Airborne particulate control.
- Track-out control
-

No visible dust generated by project activities shall migrate beyond the project boundaries. Contractor shall comply with all applicable South Coast Air Quality Management District (SCAQMD) requirements and shall take immediate corrective action if dust emissions become visible offsite.

The Contractor shall also implement:

- Stormwater pollution prevention measures,
- Spill containment procedures,
- Erosion control measures,
- Noise mitigation practices.

PERMITS AND REGULATORY REQUIREMENTS

The Contractor shall obtain and pay for all permits, inspections, notifications, and regulatory approvals required to complete the work.

Required permits may include:

- Demolition permits,
- Encroachment permits,
- Hauling permits,
- AQMD permits and notifications,
- Traffic control permits,
- Environmental permits.
- DigAlert/Underground Services Alert notifications

The Contractor shall comply with all applicable requirements of:

- City of Montebello,
- California Building Code,
- Cal/OSHA,
- AQMD,
- EPA,
- DTSC,
- California Public Contract Code,
- and all other governing agencies having jurisdiction.

INSPECTIONS

All work shall be subject to inspection by the City and applicable regulatory agencies.

The Contractor shall coordinate all required inspections and provide sufficient notice prior to inspection requests.

Any overtime inspections, re-inspections, or additional inspection costs resulting from failed work or scheduling outside normal business hours shall be the responsibility of the Contractor unless otherwise authorized by the City.

WASTE HAULING AND DISPOSAL

The Contractor shall legally transport and dispose of all demolition debris, hazardous waste, recyclable materials, and excess soils generated by the project.

The Contractor shall:

- Utilize licensed disposal and recycling facilities,
- Maintain all disposal manifests and weight tickets,
- Maximize recycling and diversion efforts,
- Prevent debris from spilling during transport.

No onsite burial or burning of debris shall be permitted.

TIME OF COMPLETION

The Contractor shall complete all work in every detail within the number of calendar days established in the Notice to Proceed.

The Contractor shall submit a detailed project schedule within ten (10) working days following contract award.

Failure to complete the work within the specified contract duration may result in the assessment of liquidated damages in accordance with the contract documents and applicable provisions of the California Public Contract Code.

HAZARDOUS CONDITIONS

Pursuant to California Public Contract Code Section 7104, if the Contractor encounters hazardous waste, concealed conditions, contaminated soils, unknown subsurface conditions, or unusual physical conditions differing materially from those ordinarily encountered, the Contractor shall immediately stop work in the affected area and notify the City in writing prior to disturbing the condition.

FINAL SITE CONDITION

Upon completion of all work, each property shall be left:

- free of debris,
- properly graded,
- environmentally compliant,
- secure,
- and suitable for future municipal use and redevelopment.
- Temporary fencing and privacy screens

All temporary fencing, equipment, construction materials, and temporary facilities shall be removed from the sites prior to final acceptance by the City(unless otherwise instructed by MBL).

SECTION 5 – QUALIFICATIONS

DESIRED QUALIFICATION

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

FIRM QUALIFICATIONS

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

A. Firm has not defaulted on a contract within the past five (5) years or declared bankruptcy or been placed in receivership or been denied credit within the past three (3) years.
B. Firm has not been assessed any penalties for non-compliance with any federal, state, local, city, or county labor laws and/or regulations within the past five (5) years.
C. Firm is currently not under investigation for any charge or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations including, without limitation prevailing wage laws and apprenticeship laws.

D. The firm must have a minimum of five (5) years of experience and demonstrated track record of quality work, knowledge, skills, and abilities in safety and security for public transit agencies, preferably in an environment of similar size and scope to MBL.
E. Licensed to do business in the State of California.
F. Experience with projects of similar size and scope.

SECTION 6 – FORM OF CONTRACT (SAMPLE)

PROFESSIONAL SERVICES AGREEMENT FOR DEMOLITION, ENVIRONMENTAL, REMEDIATION, SITE CLEARANCE, AND GRADING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into on ……., 2026, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and …….. (Hereinafter referred to as "VENDOR"). CITY and VENDOR are sometimes referred to herein individual as a "Party," and jointly as the "Parties."

RECITALS

WHEREAS, CITY desires to retain a qualified professional Contractor to provide environmental remediation, demolition, utility abandonment, grading, hauling, and site clearance services for City-owned properties to support future municipal use and redevelopment; and

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

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

WHEREAS, VENDOR responded to CITY's Request for Proposals dated XXXX XXth, 2026 (RFP No. [26-XX]), as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Vendor Proposal").

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

a. This Agreement.
b. RFP No. XX-XX, attached hereto as **Exhibit "A."**
c. VENDOR'S Proposal to RFP No. XX-XX dated ……., 2026, attached hereto as **Exhibit "B"**.

d. VENDOR'S "Best and Final Offer" to RFP No. XX-XX dated ……., 2026, attached hereto as **Exhibit "C".**
e. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

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

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

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

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

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

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

SECTION 3. TERM.

This Agreement shall commence upon issuance of the Notice to Proceed and shall remain in effect until completion of all work and final acceptance by the City.

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

SECTION 4. PERFORMANCE.

A. VENDOR shall at all times, faithfully, competently, and to the best of its ability, experience

and talent, perform all tasks described herein.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

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

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

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT VENDOR.

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

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

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

SECTION 12. PERS ELIGIBILITY INDEMNITY.

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

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

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

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

By executing this Agreement, VENDOR further certifies as follows:

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

Professional Errors and Omissions (E&O) Liability insurance appropriate to the VENDOR's profession, with limit no less than **Two Million Dollars and Zero Cents** ($2,000,000.00) per occurrence or claim, **Two Million Dollars and Zero Cents** ($2,000,000.00) aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of work set forth herein, VENDOR shall obtain and maintain said E&O liability insurance during the Term of this Agreement and for five (5) years after completion of work hereunder. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, VENDOR shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work. *(Subject to change)*

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

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

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

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

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

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

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

Except for professional liability and workers' compensation policies, the policies herein are primary and non-contributing with any insurance that may be carried by CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of VENDOR's insurance

and shall not contribute with it.

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

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

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

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

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

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

SECTION 21. MISCELLANEOUS.

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

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

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

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

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

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

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

SECTION 22. NOTICE.

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

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

VENDOR
_____
_____
_____
_____

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

manner with the performance of its services pursuant to this Agreement.

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

SECTION 25. ENTIRE AGREEMENT.

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

CITY OF MONTEBELLO	**VENDOR**
_____	_____
Raul Alvarez City Manager	Name and Title
Dated: _____	Dated: _____

ATTEST:

_____
Christopher Jimenez
City Clerk

APPROVED AS TO FORM

_____
Arnold M. Alvarez-Glasman
City Attorney

SECTION 7 - FORMS AND CERTIFICATIONS

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL NO. 26-15

Demolition, Environmental, Remediation, Site Clearance, and Grading Services

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

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

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

The proposer certifies that it has:

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

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

The proposer further certifies that:

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

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

Addenda No(s)

Dated _____ Dated _____

Dated _____ Dated _____

Dated _____ Dated _____

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

Proposer's Name

Business Address

_____

Contact Person

Email Address

Phone

_____

Fax

_____

Signature of Authorized Official Signature of Authorized Official

Typed or Printed Name Typed or Printed Name

_____ _____

Title Title

_____ _____

Date Date

_____ _____

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

_____ _____

For proposals requiring licenses the following information is required:

Vendor's License No. _____

Expiration Date: _____

License Classification: _____

EXHIBIT A

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or description: RFP No.26-15, Demolition, Environmental, Remediation, Site Clearance, and Grading Services

Indemnitor(s):

(List all names)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Montebello and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, sub vendors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced: RFP No. 26-15 **Demolition, Environmental, Remediation, Site Clearance, and Grading Services** (the "Waiver") or the performance or failure to perform any term, provision, covenant, or condition of the Waiver, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Waiver and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Waiver or any additional insured endorsements which may extend to Indemnitees.

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

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

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

"Indemnitor"

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

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

Title: _____ Title: _____

Date: _____ Date: _____

EXHIBIT B

REFERENCES

List at Least Three (3) Professional References:

1

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

2

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

3

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

	Description of Work:	

EXHIBIT C

INSURANCE

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

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

A. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 O1 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another. Limits shall be no less than $2,000,000 per occurrence for all covered losses and the general aggregate limit shall be twice the required occurrence limit. *(Subject to change)*

B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 O1 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than $1,000,000 per accident, combined single limit. If Vendor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Vendor or Vendor's employees will use personal autos in any way on this project, Vendor shall provide evidence of personal auto liability coverage for each such person. *(Subject to change)*

C. Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000 per accident for all covered losses. *(Subject to change)*

D. Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Vendor and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than $2,000,000 per claim and in the aggregate. The policy must "pay on behalf of' the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement. City, its officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverages and automobile coverages with respect to liability arising out of successful Proposer's work under this Agreement. *(Subject to change)*

E. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail,

return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West Beverly Boulevard, Montebello, California, 90640. Vendor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

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

EXHIBIT D

RFP No. 26-15
Demolition, Environmental, Remediation, Site Clearance, and Grading Services

COST PROPOSAL SHEET

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

Quantity	Description of Work	Cost of Needs
Lump sum	Demolition, Environmental, Remediation, Site Clearance, and Grading Services	$
		$
		$
		$
		$
		$
		$
	TOTAL	$

List other costs/fees: :

Description	Cost/Fees

Contact Information:

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

EXHIBIT E

Bidder's List of Sub-vendors (DBE and Non-DBE)

Part I

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

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

Part II

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

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

EXHIBIT F

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

The _____ certifies to the best of it's
(Firm Name/ Principle)

knowledge and belief, that it and its principals:

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

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

THE PRIMARY PARTICIPANT_____ CERTIFIES

(Firm Name/Principal)

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

_____
Signature and Title of Authorized Official

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

_____
Signature of Attorney Date

EXHIBIT G

PERFORMANCE GUARANTEE CERTIFICATION

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

Designate below which form of Performance Guarantee shall be provided:

_____ Performance Bond

_____ Irrevocable Stand-By-Letter of Credit

Vendor's Name: _____

Authorized Signature: _____

Title: _____

Date: _____

EXHIBIT H

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____

_____

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

_____

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

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

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

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

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

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

1. Complete the Contract in accordance with it terms and conditions, or

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

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

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

Signed and sealed this _____ day of 20____.

WITNESS PRINCIPLE

_____ (SEAL)

_____ (TITLE)

WITNESS SURETY

_____ (SEAL)

_____ (TITLE)

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

EXHIBIT I

IRREVOCABLE STANDBY LETTER OF CREDIT CERTIFICATE

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

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

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

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

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

1. The undersigned is duly authorized to execute and deliver this certificate on behalf of the Beneficiary.

2. The Beneficiary is making a drawing under the Letter of Credit.

3. An Event of Default has occurred under Contract No.

4. The amount of the draft presented with this certificate does not exceed the total maximum amount drawable today under the Letter of Credit as provided therein.

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

NAME OF BENEFICIARY

By: _____

Its: _____

EXHIBIT J

BANK DRAFT

FOR VALUE RECEIVED

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

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

Credit No. _____ Dated: _____

To _____
(Name of Issuing Bank)

NAME OF BENEFICIARY

By _____

Its _____

EXHIBIT K

Certification of Drug-Free Workplace

I,_____, hereby certify on behalf of

(Name of authorized official)

_____that:

(Name of company)

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

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

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

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

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

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

Certification

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

Executed this_____ day of_____, 20_____

By_____

(Signature of Authorize Official)

_____

(Title of Authorized Official)

Bidder_____

EXHIBIT L

Certificate of Compliance with 49 CFR Part 655

Prevention Of Alcohol Misuse and Prohibited Drug Use in Transit Operations

Bider hereby certifies that

A. Anti-drug Use and Alcohol Misuse Program

(Choose one Alternative with an X in the box)

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

Or

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

B. Drug and Alcohol Testing Program

(Choose on alternative with an X in the box)

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

Or

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

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

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

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

C. Certification

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

Bidder/Proposer: _____

Authorized Representative:_____

Signature of Authorized

Representative:_____

Title:_____Date:_____

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ITEM # 22

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: John Soria, Director of Transportation

SUBJECT: **APPROVE INCREASES TO THE NOT-TO-EXCEED AMOUNTS ON BLANKET PURCHASE ORDERS FOR CUMMINS PACIFIC LLC, INLAND KENWORTH INC, MUNCIE RECLAMATION AND SUPPLY COMPANY, RUSH TRUCK CENTERS OF CALIFORNIA INC, AND ZUTRA WATER CORPORATION**

DATE: May 27, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve increasing the total not-to-exceed (NTE) amount, from $127,320 to $177,320, on the Blanket Purchase Order with Cummins Pacific, LLC (Cummins Pacific), to purchase maintenance-related bus parts, for Fiscal Year 2025-26; and
2. Approve increasing the total NTE amount, from $100,000 to $150,000, on the Blanket Purchase Order with Inland Kenworth, Inc. (Inland Kenworth), to purchase maintenance-related bus parts, for FY 2025-26; and
3. Approve increasing the total NTE amount, from $100,000 to $150,000, on the Blanket Purchase Order with Muncie Reclamation and Supply Company (Muncie), to purchase maintenance-related bus parts, for FY 2025-26; and
4. Approve increasing the total NTE amount, from $100,000 to $150,000, on the Blanket Purchase Order with Rush Truck Centers of California, Inc. (Rush Truck), to purchase maintenance-related bus parts, for FY 2025-26; and
5. Approve increasing the total NTE amount from, $49,000 to $74,000, on the Blanket Purchase Order with Zutra Water Corporation (Zutra Water), to continue providing water delivery services for the City of Montebello for FY 2025-26; and
6. Amend the Fiscal Year 2025-26 adopted operating budget by increasing appropriations by $250,000 in Account No. 600-90-915-6080.50 (Transit, Corporate Shops, Vehicle Maintenance/Expenses Bus Parts) and $25,000 in

Account No. 600-90-900-6000.20 (Transit, Administration, Supplies Non-Durable).

FISCAL IMPACT:

The total cost to increase the not-to-exceed (NTE) amounts for the blanket purchase orders (POs) with Cummins Pacific, Inland Kenworth, Muncie, Rush Truck, and Zutra Water is $225,000. These POs will be funded by amending the Fiscal Year 2025-26 adopted operating budget by increasing appropriations by $250,000 in Account No. 600-90-915-6080.50 (Transit, Corporate Shops, Vehicle Maintenance/Expenses Bus Parts) and $25,000 in Account No. 600-90-915-6080.50 (Transit, Administration, Supplies Non-Durable). The recommended action to increase the NTE amounts for each blanket PO is detailed as follows:

Vendor	P.O. No.	Approved Amount	Proposed Increase	Expense Account	New Amount
Cummins Pacific	2026-183	$127,319.70 (Transit $80,000)	$50,000	600-90-915-6080.50	$177,320
Inland Kenworth	2026-184	$100,000	$50,000	600-90-915-6080.50	$150,000
Muncie	2026-105	$100,000	$50,000	600-90-915-6080.50	$150,000
Rush Truck	2026-187	$100,000	$50,000	600-90-915-6080.50	$150,000
Zutra Water	2026-462	$49,000 (Transit $19,000)	$25,000	600-90-900-6000.20	$74,000

BACKGROUND/DISCUSSION:

On June 25, 2025, the City Council approved establishing blanket POs for Cummins Pacific and Inland Kenworth in accordance with the Montebello Municipal Code (MMC) Section 3.20.050 (Attachment A). These POs utilize bidding procedure exceptions for direct or subcontracted supplies of Original Equipment Manufacturer (OEM) parts essential to Montebello Bus Lines (MBL) fleet. In addition, the City Council approved establishing a blanket PO with Rush Truck, utilizing the City's Piggyback Procurement Process in accordance with MMC Section 3.20.125 (Attachment B). Staff also conducted an informal quote process for engine component purge valve kits and water delivery services. This resulted in establishing blanket POs under the City Manager's purchasing authority, with Muncie and Zutra Water (Attachment C).

Collectively, these procurement efforts ensured a reliable supply of maintenance-related bus parts and essential operational services as follows:

- **Cummins Pacific:** Maintenance-related bus parts
- **Inland Kenworth Inc.:** Valves, relays, hoses, seals, cylinder heads, tubes, engine control modules, engine in-frame kits, coil, extensions, and sensors
- **Muncie:** Purge valve kit
- **Rush Truck Centers:** Maintenance-related bus engine parts

- **Zutra Water:** Citywide water delivery services

On February 11, 2026, the City Council authorized change orders to increase the not-to-exceed amounts for Cummins Pacific, Muncie, and Rush Truck. At that time, staff anticipated the revised funding levels would provide sufficient purchasing authority through the end of the fiscal year. However, operational demand for parts and services has exceeded projections over the past two months. This surge stems largely from staff efforts to review and improve warehouse operations, inventory controls, and overall parts management processes.

Through this review, staff determined that certain inventory levels fell below industry standards, failing to maintain appropriate minimum and maximum inventory levels for critical, high demand parts. To align warehouse operations with the industry's best practices, staff began increasing inventory to ensure optimal inventory availability. This proactive approach reduces equipment downtime, improves maintenance response times, and supports long-term fleet reliability. Consequently, additional funding is required to sustain these increased procurement levels.

These factors have increased back orders and extended lead times, with several orders delayed by manufacturing and distribution constraints. Accordingly, staff recommend that the City Council approve increasing the not-to-exceed limits on the purchase orders for each of these vendors. This adjustment will enable Transit maintenance staff to mitigate delays, secure critical inventory, and maintain fleet availability amid evolving operational and market conditions.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend the City Council approve increasing the total NTE amount, from $127,320 to $177,320, for a blanket PO with Cummins Pacific, to purchase maintenance-related bus parts; approve increasing the total NTE amount, from $100,000 to $150,000, for a blanket PO with Inland Kenworth, to purchase maintenance-related bus parts; approve increasing the total NTE amount, from $100,000 to $150,000, for a blanket PO with Muncie, to purchase maintenance-related bus parts; approve increasing the total NTE amount from $100,000 to $150,000, for a blanket PO with Rush Truck, to purchase maintenance-related bus parts; approve increasing the total NTE amount, from $49,000 to $74,000, for a blanket PO with Zutra Water, for citywide water delivery services; amend the FY 2025-26 adopted operating budget to increase appropriations by $250,000 in Account No. 600-90-915-6080.50 (Transit, Corporate Shops, Vehicle Maintenance/Expenses Bus Parts) and Account No. 600-90-915-6080.50 (Transit,

Administration, Supplies Non-Durable); and direct staff to take such additional, related action as may be desirable.

ATTACHMENT(S)

1. Attachment A – City Council Staff Report
2. Attachment B – City Council Staff Report – Rush Trucks
3. Attachment C – PO Change Orders

ITEM # 20

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: John Soria, Director

SUBJECT: **APPROVE BLANKET PURCHASE ORDER WITH AFTERMARKET PARTS COMPANY LLC, AMERICAN MOVING PARTS LLC, CUMMINS CAL PACIFIC LLC, INLAND KENWORTH, INC., AND WAYNE HARMEIER, INC., FOR MAINTENANCE-RELATED BUS, FIRE APARATUS, AND VEHICLE FLEET PARTS**

DATE: June 25, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve establishing a blanket purchase order (PO) with Aftermarket Parts Company LLC (Aftermarket Parts), for a total not-to-exceed amount of Two Hundred Thousand Dollars ($250,000), to purchase maintenance-related bus parts for Fiscal Year 2025-26; and
2. Approve establishing a blanket PO with American Moving Parts LLC (American Moving Parts), for a total not-to-exceed amount of One Hundred and Forty Thousand Dollars ($140,000), to purchase maintenance-related bus and fire apparatus parts for both Montebello Bus Lines (MBL) and the Montebello Fire Department (MFD) for FY 2025-26; and
3. Approve establishing a blanket PO with Cummins Cal Pacific LLC (Cummins Pacific), for a total not-to-exceed amount of One Hundred and Twenty Thousand Dollars ($120,000), to purchase maintenance-related bus and fleet parts for both MBL and the MFD for FY 2025-26; and
4. Approve establishing a blanket PO with Inland Kenworth, Inc. (Inland Kenworth), for a total not-to-exceed amount of One Hundred Thousand Dollars ($100,000), to purchase maintenance-related bus parts for FY 2025-26; and
5. Approve establishing a blanket PO with Wayne Harmeier, Inc. (dba Wayne Electric Company), for a total not-to-exceed amount of Eighty Thousand Dollars ($80,000), to purchase maintenance-related bus parts for FY 2025-26; and

6. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

Sufficient funds have been appropriated in the FY 2025-26 proposed operating budget in the Transit Fund and General Fund (Fire Department) for the various purchases under these blanket purchase orders. Therefore, a budget amendment is not needed. Tables 1-5 detail the allocated amounts and corresponding account numbers as follows:

Table 1: Aftermarket Parts – Proposed PO Amount for FY 2025-26

Department	Expense Account	Proposed Amount
Transportation	600-90-915-6080.50	$250,000
TOTAL		**$250,000**

Table 2: American Moving Pars – Proposed PO Amount for FY 2025-26

Department	Expense Account	Proposed Amount
Fire	100-85-860-6080.30	$100,000
Transportation	600-90-915-6080.50	$40,000
TOTAL		**$140,000**

Table 3: Cummins Pacific – Proposed PO Amount for FY 2025-26

Department	Expense Account	Proposed Amount
Fire	100-85-860-6080.30	$60,000
Transportation	600-90-915-6080.50	$60,000
TOTAL		**$120,000**

Table 4: Inland Kenworth – Proposed PO Amount for FY 2025-26

Department	Expense Account	Proposed Amount
Transportation	600-90-915-6080.50	$100,000
TOTAL		**$100,000**

Table 5: Wayne Electric Company – Proposed PO Amount for FY 2025-26

Department	Expense Account	Proposed Amount
Transportation	600-90-915-6080.50	$80,000
TOTAL		**$80,000**

BACKGROUND/DISCUSSION:

The City of Montebello operates Montebello Bus Lines (MBL), which includes a fleet of sixty-six (66) buses, nine (9) relief vehicles, and four (4) supervisor vehicles, all of which require ongoing maintenance. In addition, the City has its own Fire Department which utilizes a wide range of fire apparatus that require ongoing maintenance. The most efficient and cost-effective way to purchase replacement bus, fire apparatus, and vehicle fleet parts is to establish blanket POs with the primary companies that supply these maintenance-related parts.

Staff will utilize the City's sole-source procurement process in accordance with the Montebello Municipal Code (MMC) Section 3.20.050 – Conformance with bidding procedures. This will strengthen the City's financial processes and ensure compliance with applicable competitive and non-competitive contracting requirements. The sole-source procurement method will be used to make purchases including, but not limited to:

- ***Aftermarket Parts:*** headlights, fan control modules, clamps, windshield wipers, coolants, airbags, clutches, stabilizers, and thrust washers.
- ***American Moving Parts:*** engines, brake kits, air dryer cartridge kits, cables, filters, transmission drums, wheel linings, and sensor replacement.
- ***Cumins Pacific:*** spark plug kits, fan supports, ignition coils, engine rods, electronic control modules, engine wiring harness, and water pumps.
- ***Inland Kenworth:*** valves, relays, hoses, seals, cylinder heads, tubes, engine control modules, engine in-frame kits, coil extensions, and sensors.
- ***Wayne Electric Company:*** EMP alternators, air conditioning compressors, toggle switches, fan drivers, farebox motors, pumps, and filters.

MMC Section 3.20.050 – Conformance with bidding procedure, outlines exceptions to the formal and open market bidding and procurement procedures detailed in the MMC. The vendors listed have been identified as direct or sub-contracted suppliers of specific maintenance-related, original equipment manufacturer (OEM) parts, compatible with both MBL and the MFD fleets. The buses, vehicles and fire apparatus in use require specific parts in order to function most efficiently. Purchasing these parts (see list above) from the listed vendors ensures the City's buses and Fire apparatus operate safely and when needed -- ensuring public safety.

Staff recommend that the City Council approve establishing a blanket PO specific to the vendors listed in accordance with MMC Section 3.20.050(B) which allows the procurement of parts and equipment from identified sole-source and/or single source vendors to ensure the continued operation of MBL and the MFD. Once approved, staff will complete a Sole Source Declaration form (Attachment A) as a written record for each vendor.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

For FY 2025-26, staff recommend that the City Council approve establishing a blanket PO with Aftermarket Parts for a total not-to-exceed amount of $250,000, to purchase maintenance-related bus parts; approve establishing a blanket PO with American Moving Parts for a total not-to-exceed amount of $140,000, to purchase maintenance-related bus and fire apparatus parts for both MBL and the MFD; approve establishing a blanket PO with Cummins Pacific for a total not-to-exceed amount of $120,000, to purchase maintenance-related bus and fleet parts for MBL and MFD; approve establishing a blanket PO with Inland Kenworth for a total not-to-exceed amount of $100,000, to purchase maintenance-related bus parts; approve establishing a blanket

PO with Wayne Electric Company for a total not-to-exceed amount of $80,000, to purchase maintenance-related bus parts; and take such additional, related, action that may be desirable. Sufficient funding has been included in the MBL and MFD FY 2025-26 proposed operating budgets for these expenses. Therefore, a budget amendment is not needed as part of the recommended actions.

ATTACHMENT(S)

1. Attachment A – Sole Source Declaration Form

ITEM # 21

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: John Soria, Director

SUBJECT: **APPROVE BLANKET PURCHASE ORDER WITH RUSH TRUCK CENTERS OF CALIFORNIA, INC. FOR MAINTENANCE-RELATED BUS AND VEHICLE FLEET PARTS**

DATE: June 25, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve establishing a blanket purchase order (PO) with Rush Truck Centers of California, Inc. (Rush Trucks), for a total not-to-exceed amount of Eighty Thousand Dollars ($80,000) to purchase maintenance-related bus and vehicle fleet parts for Fiscal Year 2025-26; and
2. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

Sufficient funds have been included in the Transportation Department's Fiscal Year 2025-26 proposed operating budget for the prodcts to be purchased from Rush Trucks. Table 1 details the allocated amounts and corresponding account numbers in the Transit Fund (Fund 600):

Table 1: Rush Truck – Proposed PO Amount for FY 2025-26

Department	Expense Account	Proposed Amount
Transportation	600-90-915-6080.50	$80,000
TOTAL		**$80,000**

BACKGROUND/DISCUSSION:

The City of Montebello operates Montebello Bus Lines (MBL), which includes a fleet of

sixty-six (66) buses, nine (9) relief vehicles, and four (4) supervisor vehicles, all of which require ongoing maintenance. The most efficient and cost-effective way to purchase replacement bus and vehicle fleet parts is to establish blanket purchase orders with the primary companies that supply these maintenance-related parts.

Staff will utilize the City's piggyback procurement process in accordance with the Montebello Municipal Code (MMC) Section 3.20.125 – Piggybacking purchasing agreements. The piggyback procurement method will be used for the procurement of various maintenance parts including, but not limited to:

- ***Rush Truck***: engine and emission parts, engine cooling components, and transmissions

Municipal Code Section 3.20.125 - Piggybacking purchasing agreements, allows the purchasing officer to enter into purchasing agreements with vendors for supplies, equipment, services, and more, based on pricing and terms established by other public entities. OMNIA Partners is a cooperative purchasing organization to which the City belongs that leverages the collective buying power of public agencies to secure competitively solicited and publicly awarded contracts, resulting in cost savings and procurement efficiency.

Staff recommend that the City Council approve establishing a blanket purchase order for FY 2025-26 with Rush Truck using pricing negotiated through OMNIA Partners (Attachment A). Once approved, staff will receive vendor-specific codes that will allow MBL to begin purchasing parts through this cooperative purchasing program.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend that the City Council approve establishing a blanket PO with Rush Truck, for a total not-to-exceed amount of $80,000, to purchase maintenance-related bus and vehicle fleet parts for FY 2025-26; and take such additional, related, action that may be desirable. Sufficient funding has been included in the FY 2025-26 proposed operating budget; therefore, no budget amendment is needed as part of the recommended action.

ATTACHMENT(S)

1. Attachment A – Omni Partners Contract No. 05-47 – Rush Truck Enterprises

ATTACHMENT C

CITY OF MONTEBELLO

DEPARTMENT OF FINANCE

CHANGE PURCHASE ORDER COVER LETTER

Vendor: 950-CUMMINS PACIFIC LLC
PO BOX 772639
DETROIT , MI 48277-2639

Purchase Order#: 2026-183

Contract: N/A

Does this contract have an amendment? N/A

item(s) being Purchased/Services: FY 25-26 BLANKET PO BUS PARTS

Reason for Purchase: STAFF REPORT 5/27/2026

Purchase Requestor: YESSICA CARRASCO-GARCIA

For Admin:

Original PO Amount: $127,319.70

NEW PO Amount: $177,320.00

Break Down of Purchase Order:
INCREASE LINE ITEM

For Finance:

Account No.	Change $ From:	Change$ To Acct No:
600-90-915-6080.50	$80,000	$130,000(Increase by $50,000)

ENTERED BY: _____ **DATE:** _____

APPROVED BY DEPARTMENT HEAD: _____ **DATE:** _____

ASSISTANT CITY MANAGER: _____ **DATE:** _____

CITY MANAGER: _____ **DATE:** _____

CITY OF MONTEBELLO

DEPARTMENT OF FINANCE

CHANGE PURCHASE ORDER COVER LETTER

Vendor: 29680-INLAND KENWORTH INC
PO BOX 840769
LOS ANGELES , CA 90084

Purchase Order#: 2026-184

Contract: N/A

Does this contract have an amendment? N/A

item(s) being Purchased/Services: FY 25-26 BLANKET PO BUS PARTS

Reason for Purchase: STAFF REPORT 5/27/2026

Purchase Requestor: YESSICA CARRASCO-GARCIA

For Admin:

Original PO Amount: $100,000.00

NEW PO Amount: $150,000.00

Break Down of Purchase Order:
INCREASE LINE ITEM

For Finance:

Account No.	Change $ From:	Change$ To Acct No:
600-90-915-6080.50	$100,000	$150,000(Increase by $50,000)

ENTERED BY:_____ **DATE:**_____

APPROVED BY DEPARTMENT HEAD: _____**DATE:** _____

ASSISTANT CITY MANAGER:_____**DATE:** _____

CITY MANAGER:_____**DATE:** _____

CITY OF MONTEBELLO

DEPARTMENT OF FINANCE

CHANGE PURCHASE ORDER COVER LETTER

Vendor: 1385- MUNCIE TRANSIT SUPPLY
PO BOX 856703
MINNEAPOLIS , MN 55485-6703

Purchase Order#: 2026-105

Contract: N/A

Does this contract have an amendment? N/A

item(s) being Purchased/Services: FY 25-26- PURGE VALVE KIT

Reason for Purchase: STAFF REPORT 5/27/2026

Purchase Requestor: YESSICA CARRASCO-GARCIA

For Admin:

Original PO Amount: $100,000.00

NEW PO Amount: $150,000.00

Break Down of Purchase Order:
INCREASE LINE ITEM

For Finance:

Account No.	Change $ From:	Change$ To Acct No:
600-90-915-6080.50	$100,000	$150,000(Increase by $50,000)

ENTERED BY:_____ **DATE:**_____

APPROVED BY DEPARTMENT HEAD: _____ **DATE:** _____

ASSISTANT CITY MANAGER:_____ **DATE:** _____

CITY MANAGER:_____ **DATE:** _____

CITY OF MONTEBELLO

DEPARTMENT OF FINANCE

CHANGE PURCHASE ORDER COVER LETTER

Vendor: 3095-RUSH TRUCK CENTERS OF CALIFORNIA INC
PO BOX 2208
DECATUR , AL 35601

Purchase Order#: 2026-187

Contract: N/A

Does this contract have an amendment? N/A

item(s) being Purchased/Services: FY 25-26 BLANKET PO BUS ENGINE PARTS

Reason for Purchase: STAFF REPORT 5/27/2026

Purchase Requestor: YESSICA CARRASCO-GARCIA

For Admin:

Original PO Amount: $100,000.00

NEW PO Amount: $150,000.00

Break Down of Purchase Order:
INCREASE LINE ITEM

For Finance:

Account No.	Change $ From:	Change$ To Acct No:
600-90-915-6080.50	$100,000	$150,000(Increase by $50,000)

ENTERED BY:_____ **DATE:**_____

APPROVED BY DEPARTMENT HEAD: _____**DATE:** _____

ASSISTANT CITY MANAGER:_____**DATE:** _____

CITY MANAGER:_____**DATE:** _____

CITY OF MONTEBELLO

DEPARTMENT OF FINANCE

CHANGE PURCHASE ORDER COVER LETTER

Vendor: 2905-ZUTRA WATER
P.O. BOX 31763
LOS ANGELES , CA 90031

Purchase Order#: 2026-462

Contract: N/A

Does this contract have an amendment? N/A

item(s) being Purchased/Services: WATER DELIVERY SERVICES

Reason for Purchase: STAFF REPORT 5/27/2026

Purchase Requestor: YESSICA CARRASCO-GARCIA

For Admin:

Original PO Amount: $49,000.00

NEW PO Amount: $74,000.00

Break Down of Purchase Order:
INCREASE LINE ITEM

For Finance:

Account No.	Change $ From:	Change$ To Acct No:
600-90-900-6000.20	$19,000	$44,000(Increase by $25,000)

ENTERED BY:_____ **DATE:**_____

APPROVED BY DEPARTMENT HEAD: _____ **DATE:** _____

ASSISTANT CITY MANAGER:_____ **DATE:** _____

CITY MANAGER:_____ **DATE:** _____

ITEM # 23

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: John Soria, Director of Transportation

SUBJECT: **APPROVE THE EMERGENCY PROCUREMENT OF GENETEC SERVER EQUIPMENT FROM R.L. CONTROLS LLC FOR THE TRANSPORTATION DEPARTMENT**

DATE: May 27, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Confirm the emergency procurement of Genetec server equipment from R.L. Controls LLC (R.L Controls) for the Transportation Department (Transportation); and
2. Take such additional, related action as may be desirable

FISCAL IMPACT:

The total cost for the purchase, installation, and configuration of the Genetec server equipment is $313,020. This expenditure is allocated across the following accounts:

- Account No. 600-90-910-6040.10 (Transit, Operations, Contract Services – Outside Contracts)
- Account No. 202-922-2021-6040.95 (State of Good Repairs, STA, FY 2020-21, Contract Services - Other Professional Services)

Sufficient funds are available within the Transportation Department's Fiscal Year 2025-26 adopted operating budget in each of these accounts to support this expenditure. Therefore, a budget amendment is not required as part of the recommended actions.

BACKGROUND/DISCUSSION:

On April 28, 2021, the City awarded Agreement No. 3883 (Attachment A) to RL Controls to provide a fully integrated and functional Onboard Bus Camera Surveillance System (Project) for Montebello Bus Lines (MBL). The Project was developed to ensure that MBL would have a turnkey bus camera surveillance system to increase video camera resolution, digital storage capabilities (13 months of video footage), and a cloud-based network infrastructure accessible to administrative personnel. Part of the Project included RL Controls designing and engineering the server and storage infrastructure necessary to support the department's long-term operational and video retention needs. In January 2022, the City Council approved Amendment No. 1 to Agreement No. 3883 (Attachment B) to utilize contingency funds for the server component of the Project.

During implementation, Transportation staff and RL Controls encountered ongoing operational and performance issues associated with the existing Cloudian server system, including troubleshooting complications and configuration challenges related to the camera system recording capabilities. On May 9, 2023, RL Controls submitted a formal request to extend the project completion date due to unforeseen circumstances related to the server environment and system configuration adjustments. Subsequently, the City Council approved Amendment No. 2 to Agreement No. 3883 (Attachment C), extending the completion date from March 15, 2023, to October 15, 2023, while all other provisions of the agreement remained unchanged.

MBL has continued to rely on its server and storage infrastructure to support critical transit operations, including onboard video surveillance, fleet monitoring, incident investigations, and compliance with video retention requirements. However, the existing Cloudian server system has not performed at the level necessary to reliably support Transportation's operational and storage demands. Meanwhile, Transportation has experienced a significant increase in data storage requirements due to expanded camera infrastructure, increased video retention needs, and growing operational reliance on digital surveillance.

On January 23, 2026, the City received a quote (Attachment D) from RL Controls for the procurement, installation, and configuration of four (4) Genetec servers, consisting of three (3) new servers and the retention of one (1) previously deployed demonstration server. The proposed Genetec servers are intended to replace the existing Cloudian servers and provide the storage capacity, reliability, and performance necessary to support MBL's operational and video retention requirements.

RL Controls was able to provide the required equipment within an expedited timeframe and was the only vendor capable of meeting the City's immediate operational needs due to its familiarity with the existing server infrastructure and ongoing project support. In addition, the rapid advancement and widespread use of artificial intelligence (AI) technologies have significantly increased global demand for high-capacity data storage infrastructure and enterprise-grade server equipment. Consequently, the information technology (IT) industry has experienced supply chain constraints, limiting equipment availability, and extending lead times for server procurement.

To prevent disruptions to critical transportation security operations, monitoring, and video

retention capabilities associated with the standard procurement process, the four (4) servers were purchased on March 2, 2026, under the emergency procurement exceptions in accordance with the bidding procedure exceptions outlined in the Montebello Municipal Code (MMC) Section 3.20.050(A). Staff recommend that the City Council ratify and approve this emergency purchase. Under MMC Section 3.20.050(A), an emergency procurement is authorized when the purchasing agent, with written approval from the City Manager, determines that an emergency requires making an immediate purchase with the nearest available supply source.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend that the City Council confirm the emergency procurement of Genetec server equipment from R.L Controls for the Transportation Department; and take such additional related action as may be desirable.

ATTACHMENT(S)

1. Attachment A – Agreement No. 3883
2. Attachment B - Amendment No. 1 to Agreement No. 3883
3. Attachment C - Amendment No. 2 to Agreement No. 3883
4. Attachment D – Purchase Order and Quote for Servers

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 3883
WITH RL CONTROLS, LLC.

THIS AGREEMENT ("Agreement") is made and entered into on April 28, 2021, by the CITY OF MONTEBELLO, a California municipal corporation (hereinafter referred to as "CITY") and RL Controls, LLC, a Massachusetts corporation registered to do business in California (20181571087) (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as a "Party," and jointly as the "Parties."

RECITALS

WHEREAS, CITY desires to retain a qualified professional Contractor to assist CITY by providing a fully integrated and functional bus camera surveillance system solution; and

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

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

WHEREAS, CITY's Request for Proposals ("RFP") dated December 17, 2020 ("RFP No. 21-23"), as such is set forth fully in **Exhibit "A"** is attached hereto and incorporated fully herein by this reference;and

WHEREAS, CONTRACTOR's proposal and "Best and Final Offer" to RFP No. 21-23 dated March 25, 2021, as such is set forth fully in **Exhibit "B"** is attached hereto and incorporated fully herein by this reference ("Contractor's Proposal").

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

SECTION 1. SERVICES / COMPENSATION.

A. CONTRACTOR shall provide to CITY those services that are set forth fully in RFP No. 21-23 and Contractor's Proposal , as such is set forth fully in **Exhibits A and B** (hereinafter the "Professional Services").

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

C. CONTRACTOR shall be compensated a sum not-to-exceed **Three Million, Nine Hundred Forty-Three Thousand, Eight Hundred and Fifty-Six Dollars and Eighty-Seven Cents ($3,943,856.87)** for performance of the Professional Services as set forth in the Price Sheet attached hereto as **Exhibit "C"** and incorporated fully herein by this reference ("Compensation"). CONTRACTOR shall provide an itemized billing statement to CITY for Professional Services

performed. CONTRACTOR shall not incur fees or costs which exceed the Maximum Compensation without the prior written consent of CITY.

D. CITY will be invoiced upon completion of the Scope of Services set forth herein. Payment in full of an invoice must be received by CONTRACTOR within sixty (60) days of the date of such invoice.

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

F. Contingency Funding. CONTRACTOR acknowledges and understands that CITY has reserved contingency funds to be awarded to CONTRACTOR in addition to the Compensation defined above if and only if all of the following conditions are met:

1) Upon inspection of CITY's server equipment, CONTRACTOR, using its best and experienced judgment determines that CITY's server equipment requires further work or replacement ("Server Project"); and

2) CONTRACTOR submits in writing to CITY work specifications and projected costs associated with the server replacement ("Server Project Report"); and

3) CITY has an opportunity to review, comment, and request revisions and/or recommendations to the Server Project; and

4) CITY approves the final Server Project in writing and both Parties execute a binding "First Amendment" to this Agreement for the purpose of awarding CONTRACTOR additional funding from CITY's approved Continency Amount in an additional of up to and including Five Hundred-Seventy Five Dollars and Zero Cents ($575,000); and

5) CONTRACTOR receives a written Notice to Proceed from CITY specifically for the Server Project.

SECTION 2. TERM; OPTION TO EXTEND; NOTICE TO PROCEED; AND SURVIVAL.

A. This Agreement shall commence on April 28, 2021 and shall terminate upon completion of the Professional Services; provided such shall be on or before **March 15, 2023** ("Date of Completion"), unless such deadline is extended in writing by a further agreement between the Parties or the Agreement is terminated sooner as provided in Section 7 herein.

B. The Parties anticipate that certain provisions of this Agreement, including but not limited to: (i) the technical support, (ii) warranty, (iii) maintenance services, and/or (iv) cellular coverage may need to be extend beyond the Date of Completion defined in Paragraph A above, as such, the Parties agree that this Agreement may be extended for up three (3) years, in part or in full, upon such terms and conditions mutually agreed upon by the Parties in a further writing.

C. CONTRACTOR shall not commence any Professional Services until first receiving a written Notice to Proceed from CITY.

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

SECTION 3. PERFORMANCE.

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

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

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

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

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

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

SECTION 4. WORK PRODUCT.

A. CONTRACTOR hereby agrees that all non-proprietary work produced pursuant to this Agreement, and provided to CITY during and upon completion of this Agreement, shall be the property of CITY, and ownership of said work product shall be retained by CITY. CONTRACTOR may take and retain copies of such written products as requested and approved in writing by CITY.

B. 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 CITY. CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

C. Documents shall be provided in CITY's standard software formats.

SECTION 5. EXTRA SERVICES.

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

SECTION 6. CITY SUPERVISION.

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

SECTION 7. TERMINATION.

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

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

B. Termination for Convenience. CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, after giving written notice to CONTRACTOR at least five (5) business days before the termination is to be effective. Upon the termination of this Agreement as provided herein, CITY shall provide to 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 CITY, 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 CONTRACTOR prior to the date of termination; (2) that CONTRACTOR provides CITY with adequate proof that CONTRACTOR incurred the costs, and is unable to be seek a refund for such costs; and (3) such costs were expressly authorized within the Professional Services, work of scope, or services to be performed under this Agreement. 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.

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 9. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

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

SECTION 10. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 11. PERS ELIGIBILITY INDEMNITY.

A. In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY 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 CITY.

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

SECTION 12. LEGAL RESPONSIBILITIES.

CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the

Montebello Municipal Code. CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of CONTRACTOR to comply with this section.

SECTION 13. INDEMNIFICATION.

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

SECTION 14. INSURANCE COVERAGE.

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

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

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

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

By executing this Agreement, CONTRACTOR further certifies as follows:

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

- **Professional Errors and Omissions (E&O) Liability** insurance appropriate to the CONTRACTOR's profession, with limit no less than **Two Million Dollars and Zero Cents** ($2,000,000.00) per occurrence or claim, **Two Million Dollars and Zero Cents** ($2,000,000.00) aggregate. Architects' and engineers' coverage shall be endorsed to include professional liability. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of work set forth herein, CONTRACTOR shall obtain and maintain said E&O liability insurance during the Term of this Agreement and for five (5) years after completion of work hereunder. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, CONTRACTOR shall purchase "extended reporting" coverage for a min mum of five (5) years after completion of the work.

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

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

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

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

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

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

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

Except for professional liability and workers' compensation policies, the policies herein are primary and non-contributing with any insurance that may be carried by CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of

CONTRACTOR's insurance and shall not contribute with it.

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

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

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

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

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

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

SECTION 15. 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 CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of CONTRACTOR and shall not bind or purport to bind CITY 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.

SECTION 16. NO WAIVER.

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

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

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

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

SECTION 18. ATTORNEY'S FEES AND COSTS.

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

SECTION 19. WARRANTIES.

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

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

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

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

SECTION 20. MISCELLANEOUS.

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

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

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

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

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

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

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

SECTION 21. NOTICE.

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

If to CITY:	City of Montebello Attn: René Bobadilla, City Manager 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1200
With a copy to:	City of Montebello – Montebello Bus Lines Attn: Young-Gi Kim Harabedian, Director of Transportation 400 South Taylor Avenue Montebello, CA 90640 (323) 558 -1625 x 101 (323) 887- 4643 (Fax) YKimHarabedian@cityofmontebello.com
If to Contractor:	RL Controls, LLC. Attn: Lena R Walsh, Principal Owner 2G Gill Street Woburn, MA 01801 (781) 932-3349 lena@rlcontrols.com

SECTION 22. 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.

SECTION 23. CONFLICT OF INTEREST.

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

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

SECTION 24. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

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

City of Montebello
("CITY")

René Bobadilla, City Manager

Date: 5/1/2021

RL Controls, LLC.
("CONTRACTOR")

Lena R Walsh, Principal Owner

Date:

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

ATTACHMENTS:

Exhibit A – RFP NO. 21-23 Bus Camera Surveillance System
Exhibit B – Contractor's Proposal
Exhibit C – Compensation

CITY OF MONTEBELLO

AMENDMENT NO. 1
TO CONTRACT AGREEMENT NO. 3883
WITH RL CONTROLS, LLC

This Amendment No. 1 to Agreement No. 3883 (**"Amendment No. 1"**) is made and entered into this January 12th, 2022, by and between the City of Montebello, a municipal corporation duly organized and existing under the law of the State of California (**"Agency"**), and RL Controls, LLC, a company duly organized and existing under the law of the State of California (**"Contractor"**). Agency and Contractor are sometimes hereinafter referred to collectively as the "Parties."

RECITALS

WHEREAS, Agency and **Contractor** are Parties to that certain Contract Agreement No. 3883 to assist CITY by providing a fully integrated and functional bus camera surveillance system solution, with an "Effective Date" of April 28th, 2021 (**"Agreement"**), pursuant to which **Agency** contracted with **Contractor** to provide services as defined in the **Agreement**; and

WHEREAS, pursuant to Section 1 ("Services/Compensation"), Paragraph F "Contingency Funds", Contactor may request additional funding from Agency's approved Contingency Amount of up to, and including, Five Hundred-Seventy Five Dollars and Zero Cents ($575,000) for "Server Project"; and

WHEREAS, upon inspection of Agency's server equipment, Contractor, using its best knowledge and experienced judgment has determined Agency's server equipment is reusable but requires additional subcomponents for it to become fully functional; and

WHEREAS, On December 9, 2021, Contractor submitted a formal Notice of Change (Exhibit A) Request, outlining the cost associated with the transportation and installation of existing servers, as well as, the price quote for each specific subcomponent needed for the Server Project; and

WHEREAS, Section 24 ("Entire Agreement") of the Agreement allows for amendments to the Agreement by writing executed by the Parties; and

WHEREAS, the Parties each being mutually satisfied with the other's performance thereof, hereby desire to amend the Agreement to include contingency funding in a total not-to-exceed amount of One Hundred Ninety-Two Thousand, Nine Hundred Twelve Dollars and 00/100 Cents ($192,912) on the conditions set forth in the Agreement and as otherwise provided herein; and

WHEREAS, by exercising the option to use contingency funds of the Agreement, an amendment to Services and Compensation (further defined below) is required.

NOW, THEREFORE, based upon the foregoing recitals, which the Parties agree are true and correct, and for good and adequate consideration the receipt and adequacy of which is acknowledged by the Parties, the Parties agree as follows:

AMENDMENT

SECTION 1: RECITALS. The above-reference Recitals constitute a material part hereof and shall hereby be incorporated by reference.

SECTION 2: AMENDMENT TO COMPENSATION. Through this **Amendment No. 1**, the Parties hereto agree to amend the compensation for the purposes of incorporating costs associated with the **NOTICE OF CHANGE** as follows:

> *"The agreed-upon compensation for the contingency contemplated in the Agreement and memorialized in **Amendment No. 1 for the NOTICE OF CHANGE,** shall not exceed **One Hundred Ninety-Two Thousand, Nine Hundred Twelve Dollars and 00/100 Cents** ($192,912). Such sum shall include all amounts payable to **Contractor** for its subcontracts, leases, materials, and cost arising from, or due to termination of the Agreement. **Agency** shall pay **Contractor** upon thirty (30) days of receipt of invoice and full acceptance of product and services by the **Agency**. Said compensation agreed-upon in **Amendment No. 1** shall cover all expenses, losses, damages, and consequences arising out of the nature of 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 of time specified in the aforesaid Agreement; and also include 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 risk of any description connected with the work."*

SECTION 3: INCORPORATION OF REMAINING TERMS. Other than as expressly modified in this Amendment No. 1 with respect to the Services and Compensation of the Agreement, all remaining terms, conditions, and provisions or the Agreement, and the entirety thereof, shall remain in full force and effect, and is incorporated fully herein by this reference.

SECTION 4: COUNTERPARTS. This Amendment No. 1 may be executed in counterparts all of which shall constitute but one original, and the same agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 to the Contract Agreement No. 3883 to assist Agency by providing a fully integrated and functional bus camera surveillance system solution as of the day and year first above written.

("AGENCY")

CITY OF MONTEBELLO

By: _____
René Bobadilla, P.E., City Manager

("CONTRACTOR")

RL CONTROLS, LLC

By: _____
Lena R Walsh, Principal Owner

ATTEST:

By: _____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

By: _____
Arnold M. Alvarez-Glasman,
City Attorney

Exhibit "A"

CONTRACTOR'S NOTICE OF CHANGE

12/19/2021

RL Controls, LLC
Attention: Lena R Walsh, Principal Owner
2G Gill Street
Woburn, MA 01801

Re: **Letter of Intent**

Project: **Bus Camera Surveillance System**

Dear Ms. Walsh:

Please be advised through this Letter of Intent, that the City Council ("City Council") of the City of Montebello ("City") intends to review and consider approving the enclosed Amendment No. 1 to Bus Camera Surveillance System Agreement No. 3883 ("Amendment No. 1") by and between the City and RL Controls, LLC (RL Controls), to use contingency funds for the Server Project (a subproject of the Bus Camera Surveillance System Project), at the January 12th, 2022, City Council meeting that will be held at City Hall at 5:30 p.m.

Enclosed you will find two (2) original sets of Amendment No. 1 to use contingency funds for the Server Project, and provide the City with a turnkey bus camera surveillance system to increase video camera resolution and digital storage capabilities (13 months video footage) while utilizing the City's existing server solution. To expedite the award process, please review and sign each set along with Attachment "A" ("Terms and Conditions"), attached hereto and incorporated herein by this reference, and return to John Soria, Transit Administration Manager, City of Montebello – Montebello Bus Lines at 400 South Taylor Avenue, Montebello, CA 90640, on or before **December 30th, 2021**.

Be advised that this Letter of Intent is subject to the Terms and Conditions outlined in Attachment "A" and no work on the Project shall commence until the City issues a written Notice to Proceed.

Contingent upon City Council approval *and* receiving an active Certificate of Liability Insurance that fulfills the Agreement's requirements, we will return one fully executed Amendment No. 1 for your records. If you have any questions, please contact John Soria, at (323) 558-1625 ext. 106 or via email at jsoria@cityofmontebello.com.

Sincerely,

John Soria
Transit Administration Manager

Attachment: A

ATTACHMENT A
TERMS AND CONDITIONS

RL Controls acknowledges that many of the actions required to fulfill the terms and conditions of the Agreement and related amendments described in the Letter of Intent dated December 19, 2021, are subject to public review and a vote of the City Council. It is mutually understood that the Letter of Intent does not eliminate these public processes, nor does it legally bind members of the City Council to vote in a particular way on a given item.

Neither party hereto may claim any legal rights against the other by reasons of actions taken in reliance on the nonbinding Letter of Intent including any partial performance of the Project contemplated in it. All money expended by either party prior to the execution of a binding agreement is at such party's sole risk.

Where applicable, RL Controls further acknowledges that the Letter of Intent does not constitute an irrevocable commitment on the part of the City to approve the Project described and does not foreclose the City from considering alternatives to the project or mitigation measures identified as part of the environmental review process required by the California Environmental Quality Act ("CEQA"). The City will undertake CEQA review of the project at the earliest feasible time prior to approval of the project.

In mutual understanding, the Terms and Conditions related to the Letter of Intent dated December 19, 2021 is executed on:

City of Montebello, a California municipal corporation:

John Soria, Transit Administration Manager
Dated: 12/29/21

RL Controls, LLC

Lena R Walsh, Principal Owner
Dated: 12/27/2021

CITY OF MONTEBELLO
AMENDMENT NO. 2
TO CONTRACT AGREEMENT NO. 3883
WITH RL CONTROLS, LLC.

This Amendment No. 2 to Agreement No. 3883 ("Amendment No. 2") is made and entered into as of the 24th day of May, 2023 ("Effective Date"), by and between the City of Montebello, a California municipal corporation duly organized and existing under the law of the State of California ("City"), and RL Controls, LLC., a Massachussestts corporation registered to do business under the law of the State of California, ("Contractor"). City and Contractor are sometimes hereinafter referred to collectively as the "Parties."

RECITALS

WHEREAS, City and Contractor are Parties to that certain Contract Agreement No. 3883 to assist the CITY by providing a fully integrated and functional bus camera surveillance system solution, with an effective date of April 28, 2021 (the "Agreement"), pursuant to which City contracted with Contractor to provide services as defined in the Agreement; and

WHEREAS, on or about January 12th, 2022, the Parties executed a "Amendment No. 1" to use contingency funds of the Agreement, and amend the services and compensation to the Contractor; and

WHEREAS, on May 9th, 2023, Contractor submitted a formal Completion Date Extension Request (Exhibit A), highlighting the reasons behind the project delay and countermeasures initiated to avoid such recurrence; and

WHEREAS, Section 2 ("Term; Option to Extend; Notice to Proceed; and Survival") the Parties each being mutually satisfied with the other's performance thereof, hereby desire to extend the term of the Agreement to, and including, October 15th, 2023, as authorized by Section 2, Paragraph A, of the Agreement; and

WHEREAS, Section 24 ("Entire Agreement") of the Agreement allows for amendments to the Agreement by a writing executed by the Parties; and

WHEREAS, both Parties agree to extend the Agreement as provided below.

NOW, THEREFORE, based upon the foregoing recitals, which the Parties agree are true and correct, and for good and adequate consideration the receipt and adequacy of which is acknowledged by the Parties, the Parties agree as follows:

AMENDMENT

SECTION 1: RECITALS. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference.

SECTION 2: EXTENSION OF TERM. Through this Amendment No. 2, the Parties hereto agree to extend the term of Agreement from March 15th, 2023 up to and including October 15th, 2023; unless terminated pursuant to Section 7 (Termination) of the Agreement, or the Parties agree to further extended in writing by a subsequent amendment to be executed by both Parties.

SECTION 3: INCORPORATION OF REMAINING TERMS. Other than as expressly modified in this Amendment No. 2 with respect to the term of the Agreement, all remaining terms, conditions, and provisions of the Agreement, and the entirety thereof, shall remain in full force and effect, and is incorporated fully herein by this reference.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 to Agreement No. 3883 to provide the City a fully integrated and functional bus camera surveillance system solution with an Effective Date indicated above.

CITY OF MONTEBELLO

("City")

Arlene Salazar, Assistant City Manager

Date: 6/12/23

RL CONTROLS, LLC.

("Contractor")

Lena R Walsh, Principal Owner

Date: June 8, 2023

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

Exhibit "A"

CONTRACTOR'S COMPLETION DATE EXTENSION REQUEST

RL CONTROLS

PROVIDING ADVANCED SOLUTIONS FOR MASS TRANSIT

May 9, 2023

Mr. Rohan Anderson
Senior Management Analyst
City of Montebello, Montebello Bus Lines
400 S. Taylor Ave. Montebello, CA 90640

Subject: Project Completion Amendment

Dear Mr. Anderson,

Per conversation, please amend the contract completion date from March 15, 2023 to October 15, 2023. The reason for the delay in the schedule is a result of the following factors:

1) Front Camera Adjustments needing done on twenty-two buses per request of MBL.
2) Troubleshooting of existing Cloudian system being required.
3) Configuration changes needing to be made such as modifying recording times and lookback times.
4) Baseline Power Testing performed by RL Controls field team.
5) RL Controls field resources needing to recover videos directly off buses.
6) Potential change to scope needed to ensure consistent power.

RLC is committed to install and handover all sixty-six (66) buses on or before October 15, 2023. Please contact me if you have any questions or concerns.

Regards,

David Kearns

David Kearns
Senior Project Manager
RL Controls, LLC

CC:
Michael Kandrack (RLC

CITY OF MONTEBELLO

FINANCE DEPARTMENT

PURCHASE ORDER COVER LETTER

Vendor: **RL CONTROLS LLC**
20 GILL STREET
WOBURN, MA 01801

Vendor No. **3191**
Agreement/Contract No. : **N/A**

Item(s) Being Purchased/Services: **FY 25/26 GENTEC SERVERS**

Reason for Purchase: **EMERGENCY SERVERS**

Purchase Requestor: **Mark Jimenez** Signature:

Supplies: **$285,595** Service: **$**

Account Number: 202-922-2021 ($200,000)
600-90-910-6040.10 ($85,595)

Total Amount of Purchase: **$285,595** Shipping Cost: **$0**

Bid/Quote Summary

	Amount	Vendor Name	Quote/Bid Format	Date Received
1st Bid/Quote:				
2nd Bid/Quote:				
3rd Bid/Quote:				

☐ **Check here if purchase is sole source; "Sole Source Declaration" form must be attached.**

Other Notes: **EMERGENCY GENTEC SERVERS**

Purchase Order Input By: Mark Jimenez Date: 1/28/2026

Purchase Order Approved By: Date: 1/28/26

Assistant City Manager [$15- $25k]: Signature: RAV Date:
Raul Alvarez (Jan 29, 2026 18:07:45 PST)

City Manager [$25-$50k] : Email: ralvarez@montebelloca.gov Date: 01/29/2026

PROVIDING ADVANCED SOLUTIONS FOR MASS TRANSIT

January 23, 2026

Mr. John Soria
Director – Transportation Department
City of Montebello, Montebello Bus Lines
400 S. Taylor Ave. Montebello, CA 90640

Subject: Contract 3883 Change Order: Genetec Server

Dear Mr. Soria,

This letter is in reference to the request from the City of Montebello to purchase four (4) Genetec servers, consisting of three (3) new servers and the retention of the demo server provided to Montebello in October 2025.

The server being provided carries the following specifications:

Part Number: SV-4040EX-R28 672T-24-416
Part Name: Streamvault™ 4040EX Series – 2U 28-Bay Appliance

- 672TB Raw, RAID 60
- 2 × Intel Xeon Gold 5416S
- 64GB RAM
- 2 × 480GB M.2 SSD
- 28 × 24TB 3.5" Enterprise HDDs
- 2 × 1GbE RJ45
- 2 × 10/25GbE

The total price for the purchase of the servers, including installation and configuration by RL Controls (RLC), is **$285,594.89.**

Please note the following assumptions associated with this offer:

Assumptions

1. RLC will procure, install, and configure the Genetec servers.
2. RLC is not responsible for the decommissioning of existing Cloudian equipment.
3. Power, including Ethernet ports, will be provided by the City of Montebello (MBL).
4. RLC will be permitted to use MBL equipment to transport the servers into the installation room.
5. Pricing does not include taxes and is valid through February 19, 2026.

6. A six-month retention period of 66 Buses is required for the servers.
7. Genetec Warranty: Standard 5-year Next Business Day "Keep Your Hard Drive" warranty, with Genetec™ Security Center pre-installed.
8. Payment terms are net 30 days from invoice. RLC to invoice as follows:
   a. Issuance of Purchase Order: **$28,559.49**
   b. Delivery of Servers: **$228,475.91**
   c. Installation of Servers: **$28,559.49**
9. All other commercial terms are governed by Contract Agreement Number **3883**.

Please let me know if you have any questions.

Regards,

David Kearns
David Kearns
Head of Delivery
RL Controls

CCs:
Michael Kandrack (RLC)
Elizabeth Franco (MBL)

CITY OF MONTEBELLO

DEPARTMENT OF FINANCE

CHANGE PURCHASE ORDER COVER LETTER

Vendor: 3191 - RL CONTROLS LLC
20 GILL STREET
WOBURN, MA 01801
Purchase Order#: 2026-581

Contract: N/A
Does this contract have an amendment? N/A

item(s) being Purchased/Services: FY 25-26 GENTEC SERVERS
Reason for Purchase: EMERGENCY SERVER

Purchase Requestor: MARK JIMENEZ

For Admin:

Original PO Amount: $285,595.00
NEW PO Amount: $313,020.00

Break Down of Purchase Order: INCREASE LINE ITEM

For Finance:

Account No.	Change $ From:	Change$ To Acct No:
600-90-910-6040.10	$85,595	$113,020(Increase by $27,425)

ENTERED BY: _____ **DATE:**_____

APPROVED BY DEPARTMENT HEAD: _____ **DATE:**_____

ASSISTANT CITY MANAGER: _____ **DATE:** _____

CITY MANAGER: _____ **DATE:** _____

March 20, 2026

Ms. Elizabeth Franco
Deputy Director
City of Montebello, Montebello Bus Lines
400 S. Taylor Ave. Montebello, CA 90640

Subject: PO 2026-00000581 – Tax Adjustment

Dear Ms. Franco,

Per our prior discussions, the RLC change order proposal for Genetec Servers dated January 23, 2026 did not include sales tax. It has recently been confirmed that the City of Montebello is unable to provide a sales tax exemption.

As agreed through our correspondence, Purchase Order 2026-00000581 will need to be amended to include applicable sales tax on materials. Specifically, the PO amount should be increased by $27,424.73, which reflects the 10.5% sales tax on the material portion.

We appreciate your support in processing this adjustment.
.

Sincerely,
David Kearns

David Kearns
Senior Project Manager
RL Controls, LLC

CC:
Christopher Wood (MBL)
John Soria (MBL)

April 14, 2026

Mr. John Soria
Director – Transportation Department
City of Montebello, Montebello Bus Lines
400 S. Taylor Ave. Montebello, CA 90640

Subject: Contract 3883 Change Orders: Genetec Servers

Dear Mr. Soria,

This revised letter is in reference to the request from the City of Montebello to purchase four (4) Genetec servers, consisting of three (3) new servers and the retention of the demo server provided to Montebello in October 2025. Please note that this letter is revised to include material tax of 10.5%.

The server being provided carries the following specifications:

Part Number: SV-4040EX-R28 672T-24-416
Part Name: Streamvault™ 4040EX Series – 2U 28-Bay Appliance

- 672TB Raw, RAID 60
- 2 × Intel Xeon Gold 5416S
- 64GB RAM
- 2 × 480GB M.2 SSD
- 28 × 24TB 3.5" Enterprise HDDs
- 2 × 1GbE RJ45
- 2 × 10/25GbE

The total price for the purchase of the servers, including installation and configuration by RL Controls (RLC), is **$313,019.62**.

Please note the following assumptions associated with this offer:

Assumptions

1. RLC will procure, install, and configure the Genetec servers.
2. RLC is not responsible for the decommissioning of existing Cloudian equipment.
3. Power, including Ethernet ports, will be provided by the City of Montebello (MBL).
4. RLC will be permitted to use MBL equipment to transport the servers into the installation room.
5. Pricing does include taxes

6. A six-month retention period of 66 Buses is required for the servers.
7. Genetec Warranty: Standard 5-year Next Business Day "Keep Your Hard Drive" warranty, with Genetec™ Security Center pre-installed.
8. All other commercial terms are governed by Contract Agreement Number **3883**.

Please let me know if you have any questions.

Regards,

David Kearns
David Kearns
Head of Delivery
RL Controls

CCs:
Michael Kandrack (RLC)
Elizabeth Franco (MBL)

ITEM # 24

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: John Soria, Director of Transportation

SUBJECT: **APPROVE AGREEMENT NO. 4415 WITH NEW FLYER OF AMERICA, INC. TO PURCHASE NINE, FORTY-FOOT, HEAVY DUTY COMPRESSED NATURAL GAS (CNG) TRANSIT BUSES**

DATE: May 27, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Agreement No. 4415 with New Flyer of America, Inc. (New Flyer), to purchase nine (9), forty-foot (40'), Heavy Duty, Compressed Natural Gas (CNG) Transit Buses; using the base pricing and terms established in the Basin Transit / CALACT Contract #23-01 (Cooperative Contract No. 23-01), expiring on July 31, 2026; and
2. Authorize the City Manager and/or his designee to approve change orders for up to two percent (2%) of the total agreement amount; and
3. Amend the Fiscal Year 2025-26 adopted budget to increase appropriations by $2,437,986, in Account No. 600-90-915-6082 (Transit, Corporate Shop, Vehicle Purchases); and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The nine (9) CNG transit buses will be purchased utilizing Federal Transit Administration (FTA) Pre-Award Authority in anticipation of Grant Application 1657-2025-1, alongside Senate Bill 1 (SB1)/State Transit Assistance (STA) funds awarded in Fiscal Year 2025-26. While the designated grants provide a total allocation of $7,513,638, the estimated purchase cost, including a two percent (2%) contingency is $9,951,624.

To address the remaining $2,437,986, the Transportation Department's FY 2025-26

adopted operating budget will be amended to increase appropriations by the corresponding amount in Account No. 600-90-915-6082 (Transit, Corporate Shop, Vehicle Purchases). By exercising Pre-Award Authority, the Department acknowledges that all FTA requirements must be met to ensure eligibility for future reimbursement.

FUNDING SOURCES	ACCOUNT NUMBER		BALANCE
Pre-Award Authority FTA Grant	TBD	$	5,836,808
SB1/STA FY 2025-26	202-922-2026	$	1,676,830
Transit Operating Budget	600-90-915-6082	$	2,437,986
	TOTAL	**$**	**9,951,624**

A summary of the total project expenses, including the bus purchase, training and tooling, contingency allotment, contract deliverables, and taxes is shown below:

PROJECT EXPENSES		TOTAL
New Flyer Buses (9)	$	8,859,494
Tax	$	897,000
Subtotal	**$**	9,756,494
Contingency (2% of the base amount)	$	195,130
TOTAL EXPENSES	**$**	9,951,624

BACKGROUND/DISCUSSION:

Montebello Bus Lines (MBL) operates a transit fleet of sixty-six (66) transit buses, including three (3) electric, three (3) Fuel Cell Electric Buses (FCEBs), twenty-six (26) hybrid, and thirty-four (34) Compressed Natural Gas (CNG) buses. This fleet serves over 2.6 million riders annually across thirteen local communities. MBL regularly evaluates and assesses the condition of its fleet to ensure the delivery of quality and reliable transportation services to the City and neighboring communities.

In accordance with the City's Administrative Policy No. VI-C-3: Capital Asset Policy, staff recommend replacing nine (9) New Flyer CNG transit buses (manufacturer year 2009). These buses have exceeded the useful life benchmark (ULB) defined by FTA Circular 5010.1E, Chapter IV, which establishes a minimum service life for heavy-duty transit buses (35-40 feet) of twelve (12) years or 500,000 miles. Having exceeded the federal ULB, replacing these buses is essential to maintain State of Good Repair (SGR) standards, reduce escalating maintenance costs associated with an aging fleet, and ensuring the continued safety and reliability of service for MBL's passengers and operators.

The nine (9) new transit buses will be purchased through the procurement process outlined in Montebello Municipal Code (MMC) Section 3.20.125 – "Piggybacking Purchasing Agreement" and as authorized under California Government Code section

54202. In accordance with MMC 3.20.125(A), the City will enter into a purchase agreement with New Flyer (Attachment A) using the base pricing and terms established in the Basin Transit / CALACT Contract #23-01 (Cooperative Contract No. 23-01), expiring on July 31, 2026 (Attachment B).

New Flyer has fully complied with all the stipulated requirements and technical specifications of the cooperative agreement. MBL staff has conducted a thorough review of all federal clauses (Attachment C) and procurement documents to ensure FTA compliance. In addition, MBL predominantly operates a fleet of New Flyer CNG, FCEBs and Electric powered transit buses. Therefor, procuring replacement buses from the same manufacturer aligns with the City's ongoing efforts to standardize its fleet. Once approved, it is anticipated that all nine (9) buses will be delivered on or before the end of the first quarter of 2028 (March).

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend that the City Council approve Agreement No.4415, attached hereto in substantial form (Attachment A), with New Flyer to purchase nine (9), forty-foot (40’), Heavy Duty CNG buses using the base pricing and terms established in Cooperative Contract No. 23-01; authorize the City Manager and/or their designee to approve change orders for up to two (2%) of the contract amount as necessary; amend the FY 2025-26 adopted operating budget to increase appropriations by $2,437,986, in Account No. 600-90-915-6082 (Transit, Corporate Shop, Vehicle Purchase); and direct staff to take such additional, and related, action as may be desirable.

ATTACHMENT(S)

1. Attachment A – Agreement No. 4415 - New Flyer of America, Inc.
2. Attachment B – Basin Transit_CALACT Contract #23-01
3. Attachment C – Federal Required Clauses
4. Attachment D – New Flyer Proposal and Cost Sheet

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 4415 WITH NEW FLYER OF AMERICA, INC

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **May 27, 2026** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and NEW FLYER OF AMERICA, INC. (the "VENDOR"). The CITY and the VENDOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to procure nine (9), forty-foot (40'), heavy-duty compressed natural gas (CNG) transit buses from a qualified vendor to support Montebello Bus Lines' fleet replacement needs; and

WHEREAS, the VENDOR represents that it is fully qualified to provide such goods by virtue of its experience and the training, education, and expertise of its principals and employees.

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. Basin Transit / CALACT Contract #23-01 (Cooperative Contract No. 23-01).
3. All other documents, including but not limited to all applicable bonds, insurance certificates, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

a. All terms, conditions, requirements, and provisions of the Basin Transit / CALACT Contract #23-01 (Cooperative Contract No. 23-01), as such is set forth fully in Exhibit "A" hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

b. The Vendor shall provide to the City all goods, equipment, materials, and incidentals necessary to furnish nine (9), forty-foot (40'), heavy-duty compressed natural gas (CNG) transit buses, as set forth fully in the Basin Transit / CALACT Contract #23-01 (Cooperative Contract No. 23-01), as such is set forth fully in Exhibit "A" hereto and incorporated fully herein by this reference (hereinafter "Goods").

c. The Vendor shall be compensated for performance of this Agreement as set forth in the Schedule of Compensation attached hereto as Exhibit "B" and incorporated fully herein by this reference ("Compensation"). The Vendor shall provide an itemized invoice to the City in accordance with the delivery and acceptance of the Goods. The Vendor shall not incur fees or costs which exceed the Compensation without the prior written consent of the City.

SECTION 3. TERM.

a. This Agreement shall commence on the Effective Date and shall remain in effect until all Goods, including all vehicles, parts, and associated equipment and services, have been fully delivered to and accepted by the City at 400 S Taylor Ave, Montebello, CA 90640, unless terminated earlier as hereinafter provided.

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

SECTION 4. PERFORMANCE.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

a. The VENDOR hereby agrees that all work product produced pursuant to this

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

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

b. Termination for Convenience. The CITY shall have the option, at its sole

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT VENDOR.

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

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

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

insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

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

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

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

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

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

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

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

City of Montebello

Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: TJacobs-Strange@montebelloca.gov

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

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

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

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

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

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein

and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

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

SECTION 21. MISCELLANEOUS.

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

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

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

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

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

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

SECTION 22. NOTICE.

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

addresses or such other addresses as the Parties may designate by written notice:

If to CITY:
City of Montebello
Attn: Raul Alvarez, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: ralvarez@montebelloca.gov

With a copy to:
City of Montebello – Transportation
Attn: John Soria, Director of Transportation
400 South Taylor Avenue
Montebello, CA 90640
(323) 558-1625 ext. 1315
Email: jsoria@montebelloca.gov

If to VENDOR:
VENDOR Name
Attn: _____
Address
City, CA #####
(###) ###-####
Email:

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

The VENDOR covenants not to give or receive any compensation, monetary or

otherwise, to or from the ultimate vendor(s) of services to the CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by the VENDOR. The VENDOR's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

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

[**SIGNATURE PAGE TO FOLLOW**]

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

("CITY")	("VENDOR")
CITY OF MONTEBELLO	**VENDOR NAME**
_____	_____
Raul Alvarez, City Manager	Full Name, Title

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Basin Transit / CALACT Contract #23-01 (Cooperative Contract No. 23-01) and VENDOR's Proposal
- Exhibit B – Schedule of Compensation

EXHIBIT “A”

Basin Transit / CALACT Contract #23-01 (Cooperative Contract No. 23-01) and VENDOR’s Proposal

EXHIBIT “B”

Schedule of Compensation

MBTA CONTRACT # 23-01 NEW FLYER

AGREEMENT REGARDING PURCHASE OF TRANSIT VEHICLES.

THIS AGREEMENT is made and entered into on **July 31, 2024** between and among **New Flyer of America Inc.**, with its principal place of business located at 6200 Glen Carson Drive, St. Cloud Minnesota, 56301 ("SELLER"), and **BASIN TRANSIT** ("Morongo Basin Transit Authority/MBTA"). SELLER and Basin Transit may be referred to herein individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, MBTA, by its Request for Proposals #23-01, duly advertised for written proposals to be submitted for the purchase of Heavy Duty Transit ("BUSES") on behalf of itself and Consortium members ("Consortium") identified in the Participating Agencies List in the RFP collected by the California Association of Coordinated Transportation ("CalACT") and,

WHEREAS, the MBTA's RFP is attached hereto as Exhibit "A", and is incorporated herein by reference as if set forth in full; and

WHEREAS, SELLER submitted a sealed proposal in response to BASIN TRANSIT's Notice Inviting Proposals; and

WHEREAS, after it was determined that SELLER was a successful responsive and responsible proposer for battery electric, compressed natural gas, diesel, diesel hybrid and hydrogen fuel cell powered buses; and

WHEREAS, SELLER's proposal in response to BASIN TRANSIT's Notice Inviting Proposals is attached hereto as Exhibit "B," and is incorporated herein by reference as if set forth in full; and

WHEREAS, the BASIN TRANSIT Board of Directors has authorized the staff via Resolution and board action to award contracts and accept SELLER'S proposal through agreement by and between SELLER and BASIN TRANSIT upon the terms and conditions set forth herein; and

WHEREAS, BASIN TRANSIT has fully complied with all federal, state, and local laws governing public procurement process for the purchase of the BUSES;

NOW, THEREFORE, incorporating the foregoing recitals herein, for and in consideration of the promises and of the mutual covenants and agreements herein contained, SELLER and BASIN TRANSIT hereby agree as follows:

1. **CONTRACT DOCUMENTS.** This Agreement, along with all Exhibits referenced herein, and including without limitation, all documents referenced in said Exhibits shall hereinafter be referred to as the "Contract Documents." In the event of any conflict, the Contract Documents, including specifically RFP #23-01 and any addendums thereto, shall take priority in interpreting the respective rights and obligations of the Parties created by this Agreement. Any contract, agreement, or other document subsequently created by any Party in connection with a purchase order issued pursuant to this Agreement and which changes or otherwise modifies the terms and conditions set forth in the Contract Documents shall not be valid without the prior written approval of both of the Parties to this Agreement.

2. **DESCRIPTION OF BUSES PURCHASED.** SELLER hereby agrees that it shall sell the BUSES as more particularly described in RFP #23-01 (attached hereto as Exhibit "B") to any and all participants named in the RFP who desire to purchase such BUSES from SELLER. BUSES are to be vehicles with less than 4000 miles and that have never been previously registered.

3. **CONTRACT PRICING.** SELLER hereby agrees to sell such BUSES as more particularly described in RFP #23-01 (attached hereto as Exhibit "B") under the terms and conditions set forth in RFP #23-01.

4. **DELIVERY.** SELLER shall deliver F.O.B. per terms and conditions of BASIN TRANSIT RFP #23-01 Section SP 7.4, 11 and 12 and as proposed.

5. **PAYMENT BY CONSORTIUM PARTICIPANTS.** SELLER shall collect payment from Consortium participants within thirty (30) days after the delivery and acceptance of the BUSES by the participant, and a receipt of an invoice thereof, per RFP #23-01, Section SP 10.

6. **NO ASSIGNMENT**. Neither this Agreement, nor any interest in it, may be assigned or transferred by any Party without the prior written consent of all of the Parties to this Agreement.

7. **NO ATTORNEYS' FEES**. If litigation is required to enforce or interpret the provisions of this Agreement, neither SELLER nor the Cooperative shall be entitled to an award of attorneys' fees or costs, but shall be entitled to any other relief to which it may be entitled by law.

8. **MODIFICATION**. This Agreement may be modified only in a writing approved by the BASIN TRANSIT Board and signed by all Parties.

9. **GOVERNING LAW**. The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in San Bernardino County, California.

10. **NO WAIVER OF DEFAULT**. The failure of any Party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

11. **FURTHER ASSURANCES**. Each Party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

12. **BINDING EFFECT; CONTEXT; COUNTERPARTS**. Subject to Paragraph 6, the rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the contract and their heirs, administrators, executors, personal representatives, successors and assigns. Whenever the context so requires, the masculine gender and includes the feminine and neuter, and the singular number includes the plural. This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.

13. **NON-INTEREST**. No officer or employee of BASIN TRANSIT shall hold any interest in this Agreement (California Government Code section 1090).

14. **CORPORATE AUTHORITY**. Each individual signing this Agreement on behalf of an entity represents and warrants that he or she is respectively, duly authorized to sign on behalf of the entity and to bind the entity fully to each and all of the obligations set forth in this Agreement.

15. **INDEMNIFICATION.** Indemnification will be as per the terms and conditions specified in RFP #23-01, GC 9.1.

16. **WARRANTY**. The BUSES are warranted by SELLER to be new and to be free from defects in material and workmanship pursuant to and in accordance with those certain manufacturer's warranties collectively attached hereto as Exhibit "B", and as submitted in response to RFP #23-01 by SELLER and incorporated herein by reference as if set forth in full. During said warranty periods, the BUSES shall maintain structural and functional integrity. The warranty is based on regular operation under operating conditions prevailing in the purchaser's operating area.

17. **WARRANTY OF FITNESS**. SELLER hereby warrants that the BUSES and all materials furnished shall meet the requirements and conditions of the Contract Documents and shall be fit for the purposes intended. Acceptance of this warranty and acceptance the BUSES and materials to be manufactured or assembled pursuant to the specifications in these Contract Documents shall not waive any warranty, either express or implied

18. **NOTICE.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon depositing in the United States mail. The Parties shall be addressed as follows, or at any other address designated by proper notice:

BASIN TRANSIT:
Joe Meer
Director of Cooperative Purchasing Programs
Morongo Basin Transit Authority
62405 Verbena Road
Joshua Tree, California 92252

SELLER:
Jennifer McNeil
Vice President of Sales and Marketing
New Flyer of America, Inc.
6200 Glen Carson Drive, St. Cloud Minnesota, 56301

19. **EXECUTION**. This Agreement is effective upon execution by both Parties. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

New Flyer of America, Inc.	**Morongo Basin Transit Authority**
By _____ Jennifer McNeil, Vice President of Sales and Marketing	By _____ Joe Meer, Director of Purchasing
07/08/24	

AMENDMENT 1
BASIN TRANSIT CONTRACT NO. 23-01 –NEW FLYER

THIS AMENDMENT is made and entered into on **JULY 31, 2025** between and among **New Flyer of America Inc.**, with its principal place of business located at 6200 Glen Carson Drive, St. Cloud Minnesota, 56301 ("SELLER"), and the Morongo Basin Transit Authority ("Basin Transit/MBTA"). SELLER and The Morongo Basin Transit Authority may be referred to herein individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, Basin Transit, by its Request for Proposals # 23-01, duly advertised for written proposals to be submitted for the purchase of Transit Vehicles ("BUSES") on behalf of the California Association for Coordinated Transportation ("CALACT") membership by Basin Transit; and

WHEREAS the parties entered into an AGREEMENT, BASIN TRANSIT Contract No.23-01-NEW FLYER on July 31, 2024; and

WHEREAS the AGREEMENT was for a one-year base period with four one-year options; and

WHEREAS MBTA Board of Directors has provided authorization to staff to exercise options;

NOW THEREFORE BE IT RESOLVED incorporating the foregoing recitals herein, for and in consideration of the promises and of the mutual covenants and agreements herein contained, SELLER and Basin Transit hereby agree as follows:

1. Per Section SP-3, Period of Performance, the period of contract performance is extended to exercise the first one-year option. The new Period of Performance is extended through July 30, 2026.

2. Per Section SP-5.3, Vehicle and Optional Feature Pricing, the price of the vehicles and of the optional features for each option period shall be the unit price established in the initial Schedule adjusted by PPI 1413 as stipulated in the Contract. For the first one-year period, the price increase is 4.8% from the base price. The new pricing is attached to this Amendment and shall become effective for orders placed on or after July 31, 2025.

3. Price calculation method, incorporation of additional tariff costs, and support of FTA grantee cost analysis.

Pricing – for Purchase Orders placed on or after the date of this Amendment 1, SELLER shall, in cooperation with the individual purchasing agency, establish a Not to Exceed (NTE) price for each bus. That NTE price will be based on the then-current price schedule, plus an amount expressed in dollars, for which the individual purchasing agency assumes the risk of cost increases. SELLER shall assume the risk of cost increases beyond the NTE price.

The final price for each bus shall be calculated at the time of production by adding to the price at the time the Purchase Order was issued:

a. Any intervening increases formally recognized by Basin Transit pursuant to Section SP-5.3 and based on PPI 1413 and
b. The net change in SELLER and supplier tariff costs as documented below.

The net change in SELLER and supplier tariff costs shall be the net difference between tariffs payable on the date of the last price increase formally recognized by Basin Transit

pursuant to Section SP-5.3 and based on PPI 1413 and tariffs payable at the time of production.

In no case shall the final price exceed the NTE price established in the Purchase Order.

Changes in tariff costs experienced directly by SELLER shall be established through documented proof of tariffs existing on the date of the last price increase formally recognized by Basin Transit pursuant to Section SP-5.3 and based on PPI 1413 and those existing at the time of production.

Changes in tariff costs experienced by SELLER's suppliers shall be established through certifications from affected suppliers detailing the tariffs payable, in dollars, on the date of the last price increase formally recognized by Basin Transit pursuant to Section SP-5.3 and based on PPI 1413 and tariffs payable at the time their products were delivered to SELLER for incorporation into the buses.

In every case, SELLER shall certify that the tariffs claimed were actually charged to and payable by SELLER, that the tariffs claimed directly relate to the vehicles to be delivered, and that no countervailing reduction in tariffs affecting the delivery are known to the SELLER.

SELLER shall supply such proof as a condition precedent to receiving any tariff relief.

For purposes of determining final prices, the time of production shall be deemed 45 days prior to the date on which SELLER expects production to begin and all necessary documentation shall be delivered to the individual purchasing agency not later than 30 days before the SELLER expects production to begin.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

NEW FLYER OF AMERICA, INC.	**MORONGO BASIN TRANSIT AUTHORITY**
Jennifer McNeill	
Jennifer McNeill- Vice President, Sales & Marketing	Joe Meer, Director of Purchasing

Request for Proposal
Joint Procurement for
Heavy Duty Transit Vehicles (BEB, FC and ICE Buses)
On behalf of Participating California Agencies collected by the California Association fo Coordinated Transportation (CalACT)

RFP No. 23-01 REV 5
May 2024 Revision
(Final)

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SECTION 1: NOTICE OF REQUEST FOR PROPOSALS

NR 1. Purpose of the Procurement and Period of Performance

The purpose of this joint procurement is to procure Heavy Duty Transit Vehicles. Basin Transit ("Agency") is the lead agency for the solicitation on behalf of the other participants in the joint procurement. BASIN TRANSIT (formerly Morongo Basin Transit Authority) further reserves the unilateral right to assign vehicles under this procurement to any other public agency, government entity or non-profit organizations performing governmental services under intergovernmental contracting procedures. The agencies that are listed in **Appendix C** have identified their reasonably expected needs during their respective service planning processes and will have the ability to purchase vehicles for the term of the contract. Following contract award, the California Association for Coordinated Transportation ("CalACT") shall provide contract administration activities related to the joint procurement. BASIN TRANSIT retains the right to self-assignment and administration of its own and its subrecipient acquisitions. The resulting contract may only be modified or amended by written action of BASIN TRANSIT.

The initial period of performance shall be one (1) year. Basin Transit shall have the unilateral right to extend the period of performance for four (4) one-year options under the provisions of SP 3.

NR 2. Description of the Work to be Done

The Agency requests Proposals for the manufacture and delivery of Transit vehicles under the joint procurement in accordance with the terms and conditions set forth in RFP No. 23-01. A single Contract will be executed by BASIN TRANSIT acting on behalf of the all participants. Ordering agencies issue individual purchase orders against the basic contract as funding becomes available to the agencies during the life of the contract. The purchase orders would reflect the basic contract unit prices and reference the basic contract for other terms and conditions.

Specifically, the Agency is requesting proposals and pricing for the following types of buses: ICE (CNG and diesel) Zero Emission (Battery electric and Fuel Cell) vehicles. The buses are to be current model year factory production vehicles which are to be titled as new vehicles with less than 3000 miles. All parts used to modify and convert the vehicle for transit use are also to be brand new.

Proposal due Date and Submittal Requirements

Proposals must be received by Due Date/s specified in IP 2

1. Sealed Proposals shall be submitted to following address:
   Basin Transit
   62405 Verbena Road
   Joshua Tree, California 92252
2. Envelopes or boxes containing Proposals shall be sealed and clearly labeled with the Agency's Proposal number and the solicitation title: RFP No. 23-01, Joint Procurement for Heavy Duty Transit Vehicles.
3. Proposers are requested to submit to the Agency one hard copy marked "Original," and eight (8) marked and labeled USB thumb drives, each containing an electronic PDF copy of the Proposal and all required Excel files and Buy America documents. Files are to be formatted to include Optical Character Recognition (OCR) so items can be searched. In case of any discrepancies, the hard copy shall be considered by the Agency in evaluating the Proposal, and the electronic version is provided for the Agency's administrative convenience only. Electronic Files are to be organized into subfolders for Technical Package, Price, Qualifications and Confidential Items as more thoroughly described in Section 9. A Proposal is deemed to be late if it is received by the Agency after the deadline stated above. Proposals received after the submission deadline shall be rejected.

   Firms that intend to propose multiple vehicle manufacturer lines may consolidate their electronic responses into eight (8) single high-capacity drives provided that the media is labeled with Dealer/Manufacturer name, RFP 23-01" and the electronic files are organized into subfolders with file names by manufacturer and type of file.

   Example: Main Folder named "Acme Bus," containing subfolders for "Acme Class A-C Proposal," "Acme Class A-C Price Worksheet," "Acme A-C Class Buy America Worksheet," "Acme Buy America Cost Documentation," "Acme Vehicle Information Worksheet" etc.

   In its letter of transmittal, the Proposer is to identify its primary point of contact for follow up inquiries as part of the evaluation process.

NR 3. Validity of Proposals

Proposals and subsequent offers shall be valid for a period of two hundred ten (210) days.

NR 4. Pre-Proposal Meeting Information

See IP 5, for meeting details.

Pre-Contract Contracting Officer's Contact Information:
Name: Mr. Joe Meer
Title: Director of Cooperative Purchasing Programs
Address: 62504 Verbena Road, Joshua Tree, CA 92252
Phone number: 760-285-3479
E-mail: joe@basin-transit.com
Fax number: 760-366-2445

Identification of Source of Funding
Financial support of this project is provided through financial assistance grants from the Federal Transit Administration (FTA), and/or the State of California, California Department of Transportation (CalTrans) and other sources of local and state public funding.

Signed and Dated for Posting

_____ _____
Signature/Title Date

SECTION 2: INSTRUCTIONS TO PROPOSERS

IP 1. Background Information

This solicitation is a joint procurement for the manufacture and delivery of Heavy Duty Transit vehicles which may be ordered by public agencies collected by CalACT that have specifically entered into this joint procurement. Individual orders may include and consist of optional features, spare parts, training materials and manuals.

The resulting contract will be an Indefinite Delivery Indefinite Quantity (IDIQ) contract, with specific minimum and maximum quantities for the total number of vehicles to be potentially ordered during the contract period.

The minimum and maximum quantities established for the contract period are:

Total (5 year) Minimum	1100
Total (5 year) Maximum	3957

These figures represent the foreseeable needs of the listed Agencies shown on Appendix C. ONLY these agencies shall be able to be order or assign vehicles from this joint procurement. Neither BASIN TRANSIT, CalACT or any other participant guarantee the purchase of any particular model or configuration of vehicle offered. Because multiple awards are contemplated, no individual vendor receiving an award based on this procurement cannot be guaranteed a minimum number of sales. Orders shall be placed on an as-needed basis. Should a vendor receive no orders for any of its models or configurations under its collective contracts resulting from this solicitation, BASIN TRANSIT shall provide upon request a contract minimum payment of $100.

IP 2. Proposed Schedule for the Procurement

The following is the solicitation schedule for proposers:

- RFP Release: **Friday, November 17, 2023.**
- ZEB Pre-Proposal Zoom Meeting: **Monday, December 11, 2023. 0900 PST. Contact Joe@Basin-Transit.com for access link and agenda.**
- Proposer communications and requests: **Friday, January 19, 2024**
- Responses to Proposer's communications and/or Agency addenda: **Friday, February 23, 2024 (Issued February 5, 2024)**

- Proposals Due Date: **Tuesday, April 12, 2024, 5 pm**

- ZEB Buy America Post Proposal Zoom Meeting: **TBD**

IP 3. Obtaining Proposal Documents

Proposal documents may be obtained from Basin Transit electronically at www. Basin Transitbus.com. Documents requested by mail shall be packaged and sent postage paid. Documents requested by courier shall be packaged and sent only at the Proposers' expense.

IP 4. Proposal Security Requirements – None

IP 5. Pre-Proposal Meeting/Information for Proposers

A Pre-Proposal Meeting shall be held electronically on **at the time and date specified in IP2**. Prospective Proposers are urged to make every effort to attend this meeting. This is for prospective proposers only; the meeting is not for suppliers or subcontractors. Please contact joe@basin-transit.com for access to the meeting and identify your attendees.

The meeting is informational and not a Q&A session. Questions should be sent in writing to BASIN TRANSIT, using the RFA process and form. Prospective Proposers are reminded that any changes to the RFP shall be by written addenda only, and nothing stated at the Pre-Proposal Meeting shall change or qualify in any way any of the provisions in the RFP and shall not be binding on the Agency.

IP 6. Questions, Clarifications and Omissions

All correspondence, communication and contact in regard to any aspect of this solicitation or offers shall be only with the Contracting Officer identified above. Unless otherwise instructed by the Contracting Officer, proposers and their representatives shall not make any contact with or communicate with any member of the Agency, or its employees and consultants, other than the designated Contracting Officer, in regard to any aspect of this solicitation or offers.

At any time during this procurement up to the time specified in "Proposed Schedule for the Procurement," Proposers may request, in writing, a clarification or interpretation of any aspect, a change to any requirement of the RFP, or any addenda to the RFP. Requests may include suggested substitutes for specified items and for any brand names, which whenever used in this solicitation shall mean the brand name or approved equal. Such written requests shall be made to the Contracting Officer. The Proposer making the request shall be responsible for its proper delivery to the Agency as identified on the form Request for Pre-Offer Change or Approved Equal. Any request for a change to any requirement of the Contract documents must be fully supported with technical data, test results or other pertinent information showing evidence that

the exception shall result in a condition equal to or better than that required by the RFP, without a substantial increase in cost or time requirements.

All responses to Request for Pre-Offer Change or Approved Equal shall be provided to all proposers. Any response that is not confirmed by a written addendum shall not be official or binding on the Agency.

If it should appear to a prospective Proposer that the performance of the Work under the Contract, or any of the matters relating thereto, is not sufficiently described or explained in the RFP or Contract documents, or that any conflict or discrepancy exists between different parts of the Contract or with any federal, state, local or Agency law, ordinance, rule, regulation or other standard or requirement, then the proposer shall submit a written request for clarification to the Agency within the time period specified above.

IP 7. Addenda to RFP

The Agency reserves the right to amend the RFP at any time in accordance with "Proposed Schedule for the Procurement." Any amendments to the RFP shall be described in written addenda. Notification of or the addenda also shall be distributed to all such prospective Proposers officially known to have received the RFP. Failure of any prospective proposer to receive the notification or addenda shall not relieve the Proposer from any obligation under the RFP therein. All addenda issued shall become part of the RFP. Prospective Proposers shall acknowledge the receipt of each individual addendum in their Proposals on the form Acknowledgement of Addenda. Failure to acknowledge in the Proposal receipt of addenda may at the Agency's sole option disqualify the Proposal.

If the Agency determines that the addenda may require significant changes in the preparation of Proposals, the deadline for submitting the Proposals may be postponed no less than ten (10) days from the date of issuance of addenda or by the number of days that the Agency determines shall allow Proposers sufficient time to revise their Proposals. Any new Due Date shall be included in the addenda.

IP 8. DBE Requirements for Transit Vehicle Manufacturers

Pursuant to Title 49, Code of Federal Regulations, Part 26.49, the Vehicle Manufacturer, as a condition of being authorized to respond to this solicitation, must certify by completing the form DBE Approval Certification that it has submitted a goal to the Federal Transportation Administration (FTA) and it has not been disapproved. In addition, TVMs are to submit to grantees a copy of their FTA approval letter along with the TVM certifications. Failure to maintain TVM Status through the term of the contract, may result in termination of the contract.

IP 9. Conditions, Exceptions, Reservations or Understandings

Proposers are cautioned to limit exceptions, conditions and limitations to the provisions of this RFP, as they may be determined to be so fundamental as to cause rejection of the Proposal for not responding to the requirements of the RFP.

IP 10. Protest Procedures

All protests must be in writing, stating the name and address of protestor, a contact person, Contract number and title. Protests shall specify in detail the grounds of the protest and the facts supporting the protest.

IP 10.1 Address

All protests must be addressed as follows:

- Agency Contact: Mr. Joe Meer
- For U.S. Mail, special delivery or hand delivery:
  Basin Transit
  62405 Verbena Road
  Joshua Tree, CA 92252

Protests not properly addressed to the address shown above may not be considered by the Agency.

Copies of the Agency's protest procedures and the protest provisions of FTA Circular 4220.1F or its successor may be obtained from Mr. Joe Meer, Basin Transit, 62405 Verbena Road, Joshua Tree, CA 92252, 760-366-2986. Proposals shall be opened and a Notice of Award shall be issued by the Agency in accordance with the Agency's protest procedures and the protest provisions of FTA Circular 4220.1F or its successor.

IP 10.2 Pre-Proposal Protests

Pre-Proposal protests are protests based upon the content of the solicitation documents. Three copies of Pre-Proposal protests must be received by the Agency's office no later than ten (10) calendar days after the RFP is first advertised. Protests shall be considered and either denied or sustained in part or in whole, in writing, in a manner that provides verification of receipt, prior to the Due Date for Proposals. A written decision specifying the grounds for sustaining all or part of or denying the protest shall be transmitted to the protestor prior to the Due Date for Proposals in a manner than provides verification of receipt prior to the Due Date for Proposals. If the protest is sustained, the Proposal Due Date may be postponed and an addendum issued to the solicitation documents or, at the sole discretion of the Agency, the solicitation may be canceled. If the protest is denied, Proposals shall be received and opened on the scheduled date unless a protest is filed with FTA. See "FTA Review," below.

IP 10.3 Protests on the Recommended Award

All proposers shall be notified of the recommended award. This notice shall be transmitted to each proposer at the address contained in its Proposal form in a manner that provides verification of receipt. Any Proposer whose Proposal has not lapsed may protest the recommended award on any ground not specified in "Pre-Proposal Protests," above. Three (3) copies of a full and complete written statement specifying in detail the grounds of the protest and the facts supporting the protest must be received by the Agency at the appropriate address in "Address,"

above, no later than fifteen (15) calendar days after the date such notification is received. Prior to the issuing of the Notice of Award, a written decision stating the grounds for allowing or denying the protest shall be transmitted to the protestor and the proposer recommended for award in a manner that provides verification of receipt.

IP 10.4 FTA Review

After such administrative remedies have been exhausted, an interested party may file a protest with the Federal Transit Administration of the U.S. Department of Transportation's designee, The California Department of Rail and Mass Transit (CalTrans) pursuant to the procedures provided in the FTA C 4220.1F or its successor. CalTrans/FTA review is limited to the alleged failure of the Agency to have written protest procedures, the alleged failure of the Agency to follow those procedures, the alleged failure of the Agency to review a protest or the alleged violation of federal law or regulation.

IP 11. Preparation of Proposals

IP 11.1 Use of Proposal Forms

Proposers are advised that the forms contained in this RFP are required to be used for submission of a Proposal.

IP 11.2 Alternate and Multiple Proposals

A Proposer may submit multiple proposals. However, each proposal may only contain information for one vehicle. Proposers are expressly prohibited from submitting a single proposal covering multiple vehicles.

IP 11.3 Proposal Format Requirements

Proposals shall be submitted in four separately sealed packages identified below. In this case, the contents of Package 1, Package 3 and Package 4 may be "combined" into a single package and can be placed in a single binder. 3 ring binders to be used marked with Proposers name, Manufacturer and Line Item bid on cover and spine of folder. Each package shall be marked as specified below and shall contain all of the Proposal documents for which the package is required to be marked and shall include no other documents. **Package 2, Price Proposal Requirements, must be submitted separately in a marked sealed package**. These same requirements shall apply to any Best and Final Offers (BAFOs) that may be requested.

Package 1: Technical Proposal Requirements

1. Letter of Transmittal
2. Acknowledgement of Addenda – CER 3
3. Contractor Service and Parts Support Data – CER 4. In addition, the Proposer should include a detailed description of support resources available for the proposed vehicles. Include an overview of available training, parts locations and availability, help lines and service assistance resources proposed.

4. Vehicle Questionnaire – CER 9, Appendix J, Vehicle Questionnaire, Appendix I, Service/Parts Center and Plant Questionnaires, Appendix H, References List, submit Hardcopy and excel sheets.
5. Manufacturing facilities plant layout including a narrative or list of the work being done at each station.
6. Typical delivery schedule from date of order placement
7. Warranty Provisions and Service/Warranty Administration Plan. Each Proposer shall provide the proposed warranty for their vehicle and the major components. This information shall be submitted on the form provided for this purpose. In addition, the Proposer is to be submit a narrative on how warranties shall be handled, the forms, the process, etc.
8. Quality Assurance Procedures

Package 2: Price Proposal Requirements
Each Price Proposal shall be on the prescribed Proposal form(s) and shall be for the entire Contract, including all Proposal items.

1. Letter of Transmittal
2. Price Worksheet (including but not limited to such pricing elements as optional bus features). Note: Subject to the provisions of SP 4, Pricing, the selected Contractors shall agree to sell vehicle(s), including proposed optional equipment, at the same price and under the terms and conditions of this Agreement from the time of contract award to the expiration of the initial contract term. Contractors are prohibited from offering any parts credits, rebates, etc. following Contract award. **Pricing is to be proposed on a pre-tax basis. Taxes applicable to the purchaser shall be paid as a pass-through cost, without mark-up or additional fee.**

The Proposer is required to complete and execute the Agency's Pricing Schedule, contained as part of the Proposal documents, and provide same in the Price Proposal. The Contractor shall be responsible for making tax payments on a timely basis, subject to reimbursement as noted above. The Contractor shall be liable for payment of all local taxes applicable to the complete bus as delivered and should add these amounts to the Proposal price.

Package 3: Qualification Package Requirements
1. Pre-Award Evaluation Data Form - CER 6
2. If the Proposer is not the vehicle manufacturer, the Proposal must include a confirmation from the vehicle manufacture that the Proposer is a bona-fide authorized factory dealer for the manufacture of the vehicle.
3. A copy of the three (3) most recent financial statements of the Proposer. **Statement of Current Financial Condition**.
4. Letter(s) for insurance, indicating the manufacturer and/or the Contractor's ability to obtain the insurance coverage in accordance with the RFP requirements
5. Proposal Form – CER 2.0

6. All Federal certifications: Buy America Certification, Debarment and Suspension Certification for Prospective Contractor, Debarment and Suspension Certification (Lower-Tier Covered Transaction), Non-Collusion Affidavit, Lobbying Certification, Certificate of Compliance with Bus Testing Requirement, DBE Approval Certification, and Federal Motor Vehicle Safety Standards, Tax and Felony Conviction certifications. – CER 1.1 – 1.8
7. Copy of the FTA's letter of the TVM's DBE goal showing either approval of the DBE goal or not disapproval.

Package 4: Proprietary/Confidential Information Package Requirements
The Proposer is directed to collect and submit any information it deems to be proprietary or confidential in nature in a separate marked and sealed package. If there is no confidential information, then the Proposer should include a statement to that effect. Subject package shall be submitted in accordance with the terms and conditions governing the submittal of proposer's Proposal to this RFP. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information shall not ensure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

The Proposer is advised that the Agency is public and as such may be subject to certain state and/or local Public Records Act provisions regarding the release of information concerning this RFP. If a request is received by the Agency for the release of Proposer's propriety/confidential information, subject request shall be referred to the Proposer for review and consideration. If Proposer chooses to declare the information proprietary/confidential and withhold it from release, it shall indemnify, defend, and hold harmless the Agency from any legal action arising from such a declaration.

IP 11.4 Agency Treatment of Proprietary/Confidential Information
Access to government records is governed by the laws of the State of California. Except as otherwise required to be disclosed by applicable State law, the Agency shall exempt from disclosure proprietary information identified in Package 4.

Upon a request for records from a third party regarding this Proposal, the Agency shall notify the Proposer in writing. The Proposer must respond within ten (10) business days with the identification of any and all "proprietary, trade secret, or confidential commercial or financial" information. Failure to respond within the allowed period shall be deemed an approval to release. The proposer shall indemnify the Agency's defense costs associated with its refusal to produce such identified information; otherwise, the requested information may be released.

The Agency shall employ sound business practices no less diligent than those used for the Agency's own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by Proposers and the Contractor pursuant to the Contract that contain confidential commercial or financial information, trade secrets or proprietary information as

defined in or pursuant to the California Law against disclosure of such information and material to third parties, except as permitted by the Contract. The Contractor shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information — with such determinations to be made by the Agency in its sole discretion — bears appropriate notices relating to its confidential character.

IP 11.5 Signing of Proposal Forms

Proposals shall include firm name (and, in the event that the Proposer is a joint venture, the names of the individual firms comprising the joint venture); business address; and the name, title and business address of the responsible individual(s) with their telephone, facsimile (fax) numbers and email address who may be contacted during the Proposal evaluation period for scheduling oral presentations and for receiving notices from the Agency. The proposer shall submit with their Proposal a copy of the joint venture agreement.

Proposals shall be signed by those individual(s) authorized to bind the proposer. The proposer shall submit evidence of the official's authority to act for and bind the Proposer in all matters relating to the Proposal. (In the event the Proposer is a joint venture or consortium, a representative of each of the members of the joint venture or consortium shall execute the Proposal. Each joint venture or consortium member is jointly and severally liable for the joint venture or consortium.)

IP 11.6 Modification or Withdrawal of Proposals

A modification of a Proposal already received shall be accepted by the Agency only if the modification is received prior to the Proposal Due Date, is specifically requested by the Agency, or is made with a requested BAFO. All modifications shall be made in writing and executed and submitted in the same form and manner as the original Proposal.

A Proposer may withdraw a Proposal already received prior to the Proposal Due Date by submitting to the Agency, in the same manner as the original Proposal, a written request for withdrawal executed by the Proposer's authorized representative. After the Proposal Due Date, a Proposal may be withdrawn only if the Agency fails to award the Contract within the Proposal validity period prescribed in "Duration of the Validity of Proposals," or any agreed-upon extension thereof. The withdrawal of a Proposal does not prejudice the right of a Proposer to submit another Proposal within the time set for receipt of Proposals.

IP 11.7 Cost of Proposal Development

This RFP does not commit the Agency to enter into a Contract, to pay any costs incurred in the preparation or presentation of a Proposal, nor to procure or contract for the equipment.

IP 12. Proposal Evaluation, Negotiation and Selection

Proposals shall be evaluated, negotiated, selected and any award made in accordance with the criteria and procedures described below. The approach and procedures are those that are applicable to a competitive negotiated procurement whereby Proposals are evaluated to

determine which Proposals are within a Competitive Range. Discussions and negotiations may then be carried out with Proposers within the Competitive Range, after which BAFOs may be requested.

However, the Agency may select a Proposal or Proposals for award without any discussions or negotiations or request for any BAFOs. Proposers are hereby notified that the selected firms are expressly prohibited from offering any rebates, parts credits and any other price discounts following contract award. Thus, the initial proposal should represent the "best offer."

Subject to the Agency's right to reject any or all Proposals, the Proposer or Proposers whose Proposal or Proposals are found to be most advantageous to the Agency shall be selected, based upon consideration of the criteria of "Proposal Selection Process," below.

IP 12.1 Confidentiality of Proposals

Proposals shall not be publicly opened. All Proposals and evaluations shall be kept strictly confidential throughout the evaluation, negotiation and selection process, except as otherwise required by applicable law. Only the members of the Selection Committee and Evaluation Team and other Agency officials, employees and agents having a legitimate interest shall be provided access to the Proposals and evaluation results during this period.

IP 12.2 Duration of the Validity of Proposals

Proposals and subsequent offers shall be valid for the period stated in "Section 1: Notice of Request for Proposals." The Agency may request Proposers to extend the period of time specified herein by written agreement between the Agency and the Proposer(s) concerned.

IP 12.3 Evaluation Committee

An Evaluation Committee, which shall include officers, employees and agents of the Agency and/or other participating agencies, shall be established. The Evaluation Committee shall carry out the detailed evaluations, including establishing the Competitive Range, carrying out negotiations and making the selection of the Proposer, if any, that may be awarded the Contract.

The Evaluation Committee may report its recommendations and findings to the appropriate Agency individual or body responsible for awarding the Contract.

IP 12.4 Proposal Selection Process

The following describes the process by which Proposals shall be evaluated and a selection made for a potential award. Any such selection of a Proposal shall be made by consideration of only the criteria set forth below.

"Qualification Requirements" specifies the requirements for determining responsible Proposers, all of which must be met by a Proposer to be found qualified. Final determination of a Proposer's qualification shall be made based upon all information received during the evaluation process and as a condition for award.

"Proposal Evaluation Criteria" contains all the evaluation criteria, and their relative order of importance, by which a Proposal from a qualified Proposer shall be considered for selection. An award, if made, shall be to responsible Proposer(s) for a Proposal that is found to be in the Agency's best interests, based on price and other evaluation criteria considered. The procedures to be followed for these evaluations are provided in "Evaluation Procedures," below.

Qualification Requirements
The following are the requirements for qualifying responsible proposers. All of these requirements should be met; therefore, they are not listed by any particular order of importance. Any Proposal that the Evaluation Committee finds not to meet these requirements, and cannot be made to meet these requirements, may be determined by the Evaluation Committee not to be responsible and the Proposal rejected. The requirements are as follows:

1. Sufficient financial strength, resources and capability to finance the Work to be performed and to complete the Contract in a satisfactory manner, as measured by the following:
    - Proposer's financial statements (last 3 years) prepared in accordance with generally accepted accounting principles and **audited** by an independent certified public accountant. The Agency at its discretion may request additional documents to evaluate the financial condition of the manufacturer, suppliers or other documents it needs to determine the financial viability of the proposal. Basin Transit at its sole discretion may and will likely follow up during the evaluation process and require the provision of Financial Statements meeting the above criteria from the manufacturers. electrification modifiers or other key supplier's integral to the proposal.
    - Statement of Current Financial Condition. In addition to the financial statements, the Agency requests that the proposer provide a "Statement of Current Financial Position" that updates the financial statements requirement as well as any unidentified subsequent events. Any Going Concern issues are to be disclosed and discussed. **The statement is to be prepared by the proposing firm's Certified Public Accountant be dated no earlier than the release date of this RFP and address the items below.**

    As part of our due diligence, we are focusing on subsequent event(s) related to COVID-19 and resulting supply chain disruptions, inflation and the impact on financial performance and ability to perform on contracts. That process will look at the notes to the financial statements and any relevant information offered by the company's management will be considered.

    Determination of impact of any subsequent event related to the COVID-19 pandemic on the financial statements involve management judgement. This would include consideration of the date of the financial statements, the facts and circumstances pertaining to the entity and the conditions that existed at, or arose after, that date.

As the impacts of the COVID-19/Supply chain issues continue to evolve, capturing events that relate specifically to conditions that existed or exist at the date of the financial statements, or after the reporting date, may require assessment.

A few examples of events and conditions that may be affected by, or exist and can facilitate identification of subsequent events are given below:

•Commitments: New commitments, borrowings or guarantees

•Force majeure: Invocation of force majeure clause by any party (e.g. supplier or customer) thereby impacting the supply chain/availability of customers for the entity's products

•Government stimulus package: Relief or economic stimulus payments provided by the government in the form of loans or grants

•Expected Credit Loss (ECL) provisioning: Collectability of trade receivables affected in cases by COVID-19. Status of firm's lines of credit (flooring) in order to support the transactions that may take place doing business with the consortium.

•Impairment indicators: Indications of impairment in the value of investments in companies whose businesses have been severely affected by the pandemic

•Employee related expenses: Employee termination benefits resulting from a reduction (e.g. because of closure or re-organization of operations that occurred after the reporting date)

•Other events: Events that are relevant to the recoverability of assets, ongoing pertinence of business and valuation assumptions Events that will bring into question the appropriateness of accounting policies used in the financial statements. For instance, events call into question the validity of the going concern assumption, ECL model and useful lives of property, plant, and equipment. Events that are relevant to the measurement of estimates or provisions made in the financial statements. For instance, derivative and hedging considerations, insurance claims and rebate arrangements with customers.

•Contingencies: Any developments regarding contingencies (for example, new contingent liabilities or circumstances affecting the evaluation of

existing contingent liabilities, the ability to meet agreed-on performance targets for contingent consideration in business combination arrangements, etc.)

•Tax considerations: Tax considerations e.g., impact of reduced flow of goods and services on transfer pricing agreements; recoverability of deferred tax assets. Due to the pandemic, some industries are likely to be more impacted than others. For instance, entities in the aviation sector (and therefore, entities that are feeder industries to entities in the aviation sector), real estate, construction, retail, tourism, hospitality, transportation, financing, infrastructure sectors.

Therefore, it is critical for management to assess the impact of events occurring after the balance sheet date on the financial statements already provided and provide this to Basin Transit.

- Proposer's ability to obtain required insurance with coverage values that meet minimum requirements evidenced by a letter from an underwriter confirming that the proposer can be insured for the required amount. Letter to be submitted with proposal. Insurance documents provided upon award are to indemnify Basin Transit and the California Association for Coordinated Transportation.

2. Evidence that the human and physical resources are sufficient to perform the Contract as specified and to ensure delivery of all equipment within the time specified in the Contract, to include the following:
    - Engineering, management and service organizations with sufficient personnel and requisite disciplines, licenses, skills, experience and equipment to complete the Contract as required and to satisfy any engineering or service problems that may arise during the warranty period.
    - Adequate manufacturing facilities sufficient to produce and factory-test equipment on schedule.
    - A spare parts procurement and distribution system sufficient to support equipment maintenance without delays and a service organization with skills, experience and equipment sufficient to perform all warranty and on-site Work.
    - **The proposer is to furnish Basin Transit with a "representative bus" that will be evaluated to ascertain whether the manufacturer and/or converter can build a vehicle according to specification and as proposed to a level of quality and performance acceptable to the consortium participants. See clause SP7. below.**

3. Evidence that proposer is qualified in accordance with the provisions of "Section 8: Quality Assurance."

4. Evidence of satisfactory performance and integrity on contracts in making deliveries on time, meeting specifications and warranty provisions, parts availability and steps Proposer took to resolve any judgments, liens, Fleet Defects history or warranty claims. Evidence shall be confirmed by client references. **Proposers must submit a list of all their deliveries in the last twelve (12) months with contact name, title, agency, phone numbers, email addresses and dates of delivery provided in the Excel sheet provided.**

Proposal Evaluation Criteria

The following are the complete criteria, listed by their relative degree of importance, by which Proposals from responsible Proposers shall be evaluated and ranked for the purposes of determining any Competitive Range and to make any selection of any Proposal for a potential award. Any exceptions, conditions, reservations, or understandings explicitly, fully and separately stated on Form for Proposal Deviation, which do not cause the Agency to consider a Proposal to be outside the Competitive Range, shall be evaluated according to the respective evaluation criteria and sub-criteria that they affect.

PASS-FAIL ELEMENTS

Category	Scoring Method
Responsiveness requirements (Certificates and forms)	Pass/Fail
Vehicle Questionnaire (Products meets specifications)	Pass/Fail

POINT ALLOCATION

Category		Scoring Method
NON-COST FACTORS (45%)		
Proposer Qualifications and Requirements:		
	References	10 Points
	Warranty Provisions and Warranty Administration Plan	10 Points
	Customer Service and Parts Support, Service Plan	10 Points
	Proposer and Manufacturer Qualifications and Experience	15 Points
	Total Non-Cost Factor Points	**45 Points**
COST FACTORS (55%)		

	Price Sheet- Base Models (Standard Pricing)	40 Points
	Price Sheet- Optional Features	15 Points
	Total Cost Factor Points	**55 Points**
Total Possible Points		**100 Points**

Proposer Price Score = $\frac{\text{Lowest Price Proposed}}{\text{Proposer's Cost}}$ X Proposer's Price Points

Under this formula, the proposer with the lowest proposed price for the base model vehicle will receive 40 points. The other proposals will receive a proportionate share of points based on how much higher their proposed price is in relationship to the low proposed price. This score will be based on "Standard Pricing" proposed. "Alternate Pricing" as per SP 10.3 will be evaluated separately for acceptance.

Proposed accessories or services will be evaluated for the optional features scores (15 points) using a "basket" of selected options proposed.

IP 12.5 Evaluation Procedures

Proposals shall be analyzed for conformance with the instructions and requirements of the RFP and Contract documents. Proposals that do not comply with these instructions and do not include the required information may be rejected as insufficient or not be considered for the Competitive Range. The Agency reserves the right to request that a Proposer provide any missing information and make corrections. Proposers are advised that the detailed evaluation forms and procedures shall follow the same Proposal format and organization specified in "Preparation of Proposals." Therefore, Proposers should pay close attention to and strictly follow all instructions. Submittal of a Proposal shall signify that the Proposer has accepted the whole of the Contract documents. Any such conditions, exceptions, reservations or understandings that do not result in the rejection of the Proposal are subject to evaluation under the criteria set forth in "Proposal Selection Process."

Evaluations shall be made in strict accordance with all of the evaluation criteria specified in "Proposal Selection Process," above. The Agency shall choose the Proposal that it finds to be most advantageous to the Agency, based upon the evaluation criteria.

IP 12.6 Evaluations of Competitive Proposals

1. **Qualification of responsible Proposers.** Proposals shall be evaluated to determine the responsibility of proposers. A final determination of a Proposer's responsibility

shall be made upon the basis of initial information submitted in the Proposal, any information submitted upon request by the Agency, information submitted in a BAFO (if required) and information resulting from Agency inquiry of Proposer's references and its own knowledge of the Proposer.

2. **Detailed evaluation of Proposals and determination of Competitive Range.** The Agency shall carry out and document its evaluations in accordance with the criteria and procedures set forth in "Proposal Selection Process." Any Proposal deficiencies that may render a Proposal unacceptable shall be documented. The Agency shall make specific note of questions, issues, concerns and areas requiring clarification by Proposers and to be discussed in any meetings with Proposers that the Agency finds to be within the Competitive Range.

   Rankings of the Proposals against the evaluation shall then be made for determining which Proposals are within the Competitive Range, or may reasonably be made to be within the Competitive Range.

3. **Proposals not within the Competitive Range.** Proposers of any Proposals that have been determined by the Agency as not in the Competitive Range, and that cannot be reasonably made to be within the Competitive Range, shall be notified in accordance with the Agency's policies.

4. **Discussions with Proposers in the Competitive Range.** The Proposers whose Proposals are found by the Agency to be within the Competitive Range, or that may be reasonably made to be within the Competitive Range, shall be notified and any questions or requests for clarifications provided to them in writing. Each such Proposer may be invited for an interview and discussions with the Agency to discuss answers to written or oral questions, clarifications and any facet of its Proposal. In the event that interviews and discussions are held, these interviews and discussions may be scored. BASIN TRANSIT reserves the right to accept proposals as submitted without conducting discussions.

   No information, financial or otherwise, shall be provided to any Proposer about any of the Proposals from other Proposers, to the extent permitted by applicable law. Proposers shall not be given a specific price or specific financial requirements they must meet to gain further consideration, except that proposed prices may be considered to be too high with respect to the marketplace or unacceptable. Proposers shall not be told of their rankings among the other Proposers prior to Contract award.

5. **Factory and site visits.** The Agency reserves the right to conduct factory visits of the Proposer's facilities and/or the facilities of major sub-suppliers included in the Proposal.

6. **Best and final offers.** After all interviews, if any, have been completed, the Proposers in the Competitive Range may be afforded the opportunity to amend their Proposals and make their BAFOs. If BASIN TRANSIT decides to request a BAFO, the Request for BAFOs shall include the following:

    - Notice that discussions and negotiations are concluded.
    - A complete listing of the conditions, exceptions, reservations or understandings that have been approved.
    - A common date and time for submission of written BAFOs, allowing a reasonable opportunity for preparation of the written BAFOs.
    - Notice that if any modification to a BAFO is submitted, it must be received by the date and time specified for the receipt of BAFOs.
    - Notice to Proposers that do not submit a notice of withdrawal or a BAFO that their immediately previous Proposal shall be construed as their BAFO.

    Any modification to the initial Proposal made by a Proposer in its BAFO shall be identified in its BAFO. BAFOs shall be evaluated by the Agency according to the same requirements and criteria as the initial Proposals, ("Proposal Selection Process"). The Agency shall make appropriate adjustments to the initial scores for any sub-criteria and criteria that have been affected by any Proposal modifications made by the BAFOs. These final scores and rankings within each criterion shall again be arrayed by the Agency and considered according to the relative degrees of importance of the criteria defined in "Proposal Selection Process."

    The Agency shall then choose the Proposal(s) that it finds to be most advantageous to the Agency, based upon the evaluation criteria. The results of the evaluations and the selection of a Proposal(s) for any award shall be documented. In this instance, the Agency expects to award to multiple Proposers. Subsequent orders shall be placed following the Ordering Procedures outlined in Section 4, Special Provisions.

    The Agency reserves the right to make an award to a Proposer(s) whose Proposal(s) it judges to be most advantageous to the Agency based upon the evaluation criteria, without conducting any written or oral discussions with any Proposers or solicitation of any BAFOs.

7. **Debriefing.** Subsequent to the award, the unsuccessful Proposers shall be notified and may request a debriefing. Proposers shall be debriefed in accordance with Agency policies, including information regarding the shortcomings of their Proposal.

IP 13. Response to Proposals

IP 13.1 Single Proposal Response

If only one Proposal for a particular class or vehicle type is received in response to this RFP and it is found by the Agency to be acceptable, a price or cost analysis, or both, possibly including an audit, may be performed by or for the Agency. The Proposer has agreed to such analysis by submitting a Proposal in response to this RFP.

IP 13.2 Availability of Funds

Orders placed as a result of this procurement are subject to the availability of funding.

IP 13.3 Agency Contract Approval Process

Following completion of the evaluation process, firms being considered for award shall show compliance with the FTA Pre-Award Buy America requirements. **Refusal to provide the required information shall result in the immediate elimination of the specific manufacturer(s) for award consideration.**

The Agency's mandatory requirements for Buy America auditing and the provision of information in support of such auditing are contained in Appendix E.

Once compliance with the Buy America requirements is verified, the Agency shall prepare a written recommendation for contact award(s) to the recommended firm(s). This recommendation shall then be presented to the Agency General Manager and/or Board of Directors for approval.

IP 13.4 Agency Rights

The Agency reserves the right to cancel the procurement in whole or in part, at its sole discretion, at any time before the Contract is fully executed and approved on behalf of the Agency.

The Agency reserves the right to reject any or all Proposals, to undertake discussions with one or more Proposers, and to accept that Proposal or modified Proposal which, in its judgment, shall be most advantageous to the Agency, considering price and other evaluation criteria. The Agency reserves the right to determine any specific Proposal that is conditional or not prepared in accordance with the instructions and requirements of this RFP to be nonresponsive. The Agency reserves the right to waive any Defects, or minor informalities or irregularities in any Proposal which do not materially affect the Proposal or prejudice other Proposers.

If there is any evidence indicating that two or more proposers are in collusion to restrict competition or are otherwise engaged in anti-competitive practices, the Proposals of all such Proposers shall be rejected, and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by the Agency.

The Agency may reject a Proposal that includes unacceptable Deviations as provided in Form for Proposal Deviation.

IP 13.5 Execution of Contract

The acceptance of a Proposal for award, if made, shall be evidenced in writing by a notice of award of Contract delivered to those Proposers whose Proposal is accepted. Upon notice of award of the Contract to a Proposer, the Proposer shall commence performance under the Contract by furnishing copies of the certificates of insurance required to be procured by the Contractor pursuant to the Contract documents within thirty (30) calendar days after the date of receipt of the notice of award. Failure to fulfill these requirements within the specified time may be cause for termination of the Contract under "Termination for Default" in Section 3.

IP 14. Conflicts of Interests and Gratuities

Proposers are prohibited from engaging in any practice that may be considered as a conflict of interests under existing Agency policies and/or state law, and to refrain from participating in any gifts, favors or other forms of compensation that may be viewed as a gratuity in accordance with existing policies and laws.

IP 15. Agency-Specific Provisions

IP 15.1 Purpose of the Solicitation

The purpose of this solicitation is to establish a multi-vendor contract for the purchase of public transportation vehicles. The requirement has been divided into multiple types of vehicles that shall be competed separately and assembled into a listing of vehicles after award. The selected contractors shall accept purchase orders directly from the users. Each purchase order shall incorporate the base contract and all terms and conditions. The intent is to reduce the cost and effort needed to order these vehicles in order to make the funds and equipment available to increase services available to transit organizations.

IP 15.2 Roles of the Parties for this Solicitation

Basin Transit, a Joint Powers Authority, is the lead agency role for the joint procurement for Heavy Duty Transit Vehicles.

The specific roles and obligations of Basin Transit and CalACT are described in detail in the Cooperative Purchasing Agreement entered into by those parties. For the purposes of this solicitation, the arrangement entered into by Basin Transit and CalACT shall hereinafter be referred to as the "Cooperative." As a general matter, Basin Transit staff, consultants, and counsel shall be responsible for the development of RFP solicitation documents, the technical product specifications and the awarding of vehicle contracts on behalf of the Cooperative. After the vehicle contract is awarded, CalACT shall be responsible for providing ordering agencies with the ordering instructions and forms required to ensure compliant purchasing, solicitation documentation required for the agency's files, collecting fees, and the general administration of the vehicle contract. Ordering Agencies must contact CalACT or Basin Transit to secure formal letters of assignment prior to execution of any orders.

SECTION 3: GENERAL CONDITIONS

GC 1. Definitions

The following are definitions of special terms used in this document:

Agency: Basin Transit. Any contract modification involving the base contract shall be issued by Basin Transit. The term Ordering Agency shall also refer to any Agency which is a party to the joint procurement and that places a purchase order under the joint procurement.

Authorized Signer: The person who is executing this Contract on behalf of the Contractor and who is authorized to bind the Contractor.

Best and Final Offer (BAFO): The last Proposal made by a Proposer. If a BAFO is not specifically requested by the Agency, or if the Proposer does not promptly respond to a request for BAFO, then the most recent, current Proposal is the BAFO.

Class 1 Failure (physical safety): A failure that could lead directly to passenger or operator injury and represents a severe crash situation.

Class 2 Failure (road call): A failure resulting in an en route interruption of revenue service. Service is discontinued until the bus is replaced or repaired at the point of failure.

Competitive Range: The range of proposals that are identified as the most highly rated, unless the range is further reduced for purposes of efficiency.

Contract: The Proposal and its acceptance by the Agency as manifested by the Contract documents specified in "Section 10: Contract."

Contracting Officer: The person who is executing this Contract on behalf of the Agency and who has complete and final authority except as limited herein. For this solicitation, the Contracting Officer prior to Contract award is the authorized representative of Basin Transit. The Contracting Officer for administration of the contract following Contract award is the authorized representative of CalACT. Each order placed shall also designate a Contracting Officer for the Agency placing the order.

Contractor: The successful Proposer(s) who is awarded a Contract for providing buses and equipment described in the Contract documents.

Cooperative: Term used to describe the relationship between Basin Transit and CalACT for the establishment of the joint procurement.

Days: Unless otherwise stated, "days" shall mean calendar days.

Defect: Patent or latent malfunction or failure in manufacture, installation or design of any component or subsystem.

Deviation: Variance from a requirement or specification that does not alter the basis of a contract or adversely affects its performance.

Due Date: The date and time by which Proposals must be received by the Agency as specified in "Section 1: Notice of Request for Proposals."

Extended Warranty: A warranty available for purchase above the standard warranty.

Fatigue Failure (Corrosion Fatigue): The mechanical degradation of a material under the joint action of corrosion and cyclic loading.

Joint Procurement: An arrangement between multiple local government entities with multiple vendors to provide specific property or services in the future at established prices. In this case, the specific property includes accessible transit vehicles (Buses).

Ordering Agency: Term for the agency that shall be purchasing vehicles from the joint procurement. In this case, an agency must be a listed member of the joint procurement shown in Appendix C.

Pass-Through Warranty: A warranty provided by the Contractor but administered directly with the component Supplier.

Proposal: A promise, if accepted, to deliver equipment and services according to the underlying solicitation of the Agency documented using the prescribed form in the solicitation, including any Proposal or BAFO.

Proposer: A legal entity that makes a Proposal. For this solicitation, the Proposer may be a vehicle manufacturer or a dealer representing a vehicle manufacturer.

Related Defect: Damage inflicted on any component or subsystem as a direct result of a separate Defect.

Solicitation: Agency's request for proposals.

Superior Warranty: A warranty still in effect after all contractually required warranties have expired. The remaining warranty is administered directly between the sub-Supplier and the Agency.

Supplier: Any manufacturer, company or Agency providing units, components or subassemblies for inclusion in the bus that is installed by the Contractor. Supplier items shall require qualification by type and acceptance tests in accordance with requirements defined in "Section 8: Quality Assurance."

Subcontractor: Any manufacturer, company or Agency providing units, components or subassemblies for inclusion in the bus that is installed by a Subcontractor. Subcontractor items shall require qualification by type and acceptance tests in accordance with requirements defined in "Section 8: Quality Assurance."

Work: Any and all labor, supervision, services, materials, machinery, equipment, tools, supplies and facilities called for by the Contract and necessary to the completion thereof.

GC 2. Materials and Workmanship

The Contractor shall be responsible for all materials and workmanship in the construction of the bus and all accessories used, whether the same are manufactured by the Contractor or purchased from a Supplier. This provision excludes any equipment leased or supplied by the Agency, except insofar as such equipment is damaged by the failure of a part or component for which the Contractor is responsible, or except insofar as the damage to such equipment is caused by the Contractor during the manufacture of the buses.

GC 3. Conformance with Specifications and Drawings

Materials furnished and Work performed by the Contractor shall conform to the requirements of the Technical Specifications and other Contract documents. Notwithstanding the provision of drawings, technical specifications or other data by the Agency, the Contractor shall have the responsibility of supplying all parts and details required to make the bus complete and ready for service even though such details may not be specifically mentioned in the drawings and specifications. Items that are installed by the Agency shall not be the responsibility of the Contractor unless they are included in this Contract.

GC 4. Inspection, Testing and Acceptance

GC 4.1 General

The pre-delivery tests and inspections shall be performed at the Contractor's plant; they shall be performed in accordance with the procedures defined in "Section 8: Quality Assurance"; and they may be witnessed by the resident inspector. When a bus passes these tests and inspections, the resident inspector, if one is present, shall authorize release of the bus.

Within fifteen (15) calendar days after arrival at the designated point of delivery, the bus shall undergo the Agency tests defined in "Post-Delivery Tests." If the bus passes these tests or if the Agency does not notify the Contractor of non-acceptance within 15 calendar days after delivery, then acceptance of the bus by the Agency occurs on the 15th day after delivery. If the bus fails these tests, it shall not be accepted until the repair procedures defined in "Repairs After Nonacceptance" have been carried out and the bus retested until it passes. Acceptance occurs earlier if the Agency notifies the Contractor of early acceptance or places the bus in revenue service.

GC 4.2 Risk of Loss

The Agency shall assume risk of loss of the bus on delivery, as defined in "Bus Delivery." Prior to this delivery, the Contractor shall have risk of loss of the bus, including any damages sustained during the delivery regardless of the status of title or any payments related to the bus. If the vehicle is driven to the designated point of delivery, drivers shall keep a maintenance log en route, and it shall be delivered to the Agency with the bus. If the bus is released back to the Contractor for any reason, the Contractor has the risk of loss upon such release.

GC 5. Title and Warranty of Title

Adequate documents for registering the bus in California shall be provided to the Contractor not less than ten (10) business days before delivery to the Agency. Upon acceptance of each bus, the Contractor registers the vehicle and warrants that the title shall pass to the Agency free and clear of all encumbrances.

GC 6. Intellectual Property Warranty

The Agency shall advise the Contractor of any pending or threatened patent suit or claim related to this Contract against the Agency and provide all information available. The Contractor shall address any claim and defend any suit or proceeding brought against the Agency based on such a claim that any equipment, or any part thereof, furnished under this Contract constitutes an infringement of any patent, and the Contractor shall pay all damages and costs awarded therein, excluding incidental and consequential damages, against the Agency. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or parts is enjoined, the Contractor shall, at its own expense and at its option, either procure for the Agency the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.

The Contractor's obligations under this section are discharged and the Agency shall hold the Contractor harmless with respect to the equipment or part if it was specified by the Agency and all requests for substitutes were rejected, and the Contractor advised the Agency under "Questions, Clarifications and Omissions" of a potential infringement, in which case the Contractor shall be held harmless. The Contractor's obligation to indemnify, defend, and hold harmless the Agency and all affected Ordering Agencies against intellectual property claims and suits shall not extend to materials provided by an Ordering Agency for incorporation into a vehicle purchased under this Contract.

GC 7. Data Rights

GC 7.1 Proprietary Rights/Rights in Data

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. It includes the proprietary rights of the following:

- Shop drawings and working drawings

- Technical data including manuals or instruction materials, computer or microprocessor software
- Patented materials, equipment, devices or processes
- License requirements

The Agency shall protect proprietary information provided by the Contractor to the fullest extent of the law. The Contractor shall grant a royalty-free, perpetual, irrevocable, non-exclusive license to allow the Agency to utilize such information in order to maintain the vehicles. In the event that the Contractor no longer provides the information the Agency has the right to reverse engineer patented parts and software.

The Agency reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the following subject data for its purposes: (1) any subject data required to be developed and first produced in the performance of the Contract and specifically paid for as such under the Contract, whether or not a copyright has been obtained; and (2) any rights of copyright to which the Contractor, Subcontractor or Supplier purchases ownership for the purpose of performance of the Contract and specifically paid for as such under the Contract. The Contractor agrees to include the requirements of this clause, modified as necessary to identify the affected parties, in each subcontract and supply order placed under the Contract.

GC 7.2 Access to Onboard Operational Data

The Agency grants to the Contractor the right to inspect, examine, download, and otherwise obtain any information or data available from components provided by the Contractor, including, but not limited to, any electronic control modules or other data-collection devices, to the extent necessary to enable Contractor to perform reliability maintenance analysis, corrective action and/or other engineering type Work for the bus. This right expressly excludes access to information or data collected on any equipment not provided and installed by the Contractor and information pertaining to transit customers.

GC 8. Changes

GC 8.1 Contractor Changes

Any proposed change in this Contract shall be submitted to the Agency for its prior approval. Oral change orders are not permitted. No change in this Contract shall be made without the prior written approval of the Contracting Officer. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the Contract and signed by the Contracting Officer.

GC 8.2 Agency Changes

The Agency may obtain changes to the Contract by notifying the Contractor in writing. As soon as reasonably possible but no later than thirty (30) calendar days after receipt of the written change order to modify the Contract, the Contractor shall submit to the Contracting Officer a detailed price and schedule Proposal for the Work to be performed. This Proposal shall be

accepted or modified by negotiations between the Contractor and the Contracting Officer. At that time, a detailed modification shall be executed in writing by both parties. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with "Disputes," below. Regardless of any disputes, the Contractor shall proceed with the Work ordered.

GC 9. Legal Clauses

GC 9.1 Indemnification

GC 9.1.1 The Contractor shall, to the extent permitted by law: (1) protect, defend, indemnify and save the Agency and its officers, employees and agents, including consultants, harmless from and against any and all liabilities, damages, claims, demands, liens, encumbrances, judgments, awards, losses, costs, expenses and suits or actions or proceedings, including reasonable expenses, costs and attorneys' fees incurred by the Agency and its officers, employees and agents, including consultants, in the defense, settlement or satisfaction thereof, for any injury, death, loss or damage to persons or property of any kind whatsoever, to the extent caused by the intentional misconduct, grossly negligent acts, or negligent acts, errors or omissions of the Contractor in the performance of the Contract, including intentional misconduct, grossly negligent acts, and negligent acts, errors or omissions of its officers, employees, servants, agents, Subcontractors and Suppliers; and (2) upon receipt of notice and if given authority, shall settle at its own expense or undertake at its own expense the defense of any such suit, action or proceeding, including appeals, against the Agency and its officers, employees and agents, including consultants, relating to such injury, death, loss or damage. Each party shall promptly notify the other in writing of the notice or assertion of such claim, demand, lien, encumbrance, judgment, award, suit, action or other proceeding hereunder. The Contractor shall have sole charge and direction of the defense of such suit, action or proceeding. The Agency shall not make any admission that might be materially prejudicial to the Contractor unless the Contractor has failed to take over the conduct of any negotiations or defense within a reasonable time after receipt of the notice and authority above provided. The Agency shall at the request of the Contractor furnish to the Contractor all reasonable assistance that may be necessary for the purpose of defending such suit, action or proceeding, and shall be repaid all reasonable costs incurred in doing so. The Agency shall have the right to be represented therein by advisory council of its own selection at its own expense.

GC 9.1.2 The obligations of the Contractor under the above paragraph shall not extend to circumstances where the injury, death or damages are caused solely by the negligent acts, errors or omissions of the Agency, its officers, employees, agents or consultants, including, without limitation, negligence in: (1) the preparation of the Contract documents, or (2) the giving of directions or instructions with respect to the requirements of the Contract by written order.

Suspension of Work

GC 9.1.1. The Agency may with the agreement of the bus manufacturer issue a written order to the Contractor suspending, delaying or interrupting all or any part of the Work for a specified period of time.

GC 9.1.2. The Contractor shall comply immediately with any such written order and take all reasonable steps to minimize costs allocable to the Work covered by the suspension during the period of work stoppage. Contractor shall continue the Work that is not included in the suspension and shall continue such ancillary activities as are not suspended. The Contractor shall resume performance of the suspended Work upon expiration of the notice of suspension, or upon direction from the Agency.

GC 9.1.3. The Contractor shall be allowed an equitable adjustment in the Contract price (excluding profit) and/or an extension of the Contract time, to the extent that cost or delays are shown by the Contractor to be directly attributable to any suspension. However, no adjustment shall be made under this section for any suspension, delay or interruption due to the fault or negligence of the Contractor, or for which an equitable adjustment is provided for, or excluded under any other term or condition of the Contract. As soon as reasonably possible but no later than forty-five (45) calendar days, or any other period of time agreed to by the parties, after receipt of the written suspension of work notice, the Contractor shall submit to the Contracting Officer a detailed price and schedule Proposal for the suspension, delay or interruption.

GC 9.2 Excusable Delays/Force Majeure

GC 9.2.1. If the Contractor is delayed at any time during the progress of the Work by the neglect or failure of the Agency or by a cause as described below, then the time for completion and/or affected delivery date(s) shall be extended by the Agency subject to the following cumulative conditions:

a. The cause of the delay arises after the Notice of Award and neither was nor could have been anticipated by the Contractor by reasonable investigation before such award. Such cause may also include force majeure events such as any event or circumstance beyond the reasonable control of the Contractor, including but not limited to acts of God; earthquake, flood and any other natural disaster; civil disturbance, strikes and labor disputes; fires and explosions; epidemic, pandemic or terrorism; war and other hostilities; embargo; or failure of third parties, including Suppliers or Subcontractors, to perform their obligations to the Contractor;
b. The Contractor demonstrates that the completion of the Work and/or any affected deliveries shall be actually and necessarily delayed;
c. The Contractor has taken measures to avoid and/or mitigate the delay by the exercise of all reasonable precautions, efforts and measures, whether before or after the occurrence of the cause of delay; and
d. The Contractor makes written request and provides other information to the Agency as described in GC 9.3.4 below.

A delay in meeting all of the conditions of this section shall be deemed an excusable delay. Any concurrent delay that does not constitute an excusable delay shall not be the sole basis for denying a request hereunder.

GC 9.2.2. None of the above shall relieve the Contractor of any liability for the payment of any liquidated damages owing from a failure to complete the Work by the time for completion that the Contractor is required to pay pursuant to "Liquidated Damages for Late Delivery of the Bus" for delays occurring prior to, or subsequent to the occurrence of an excusable delay.

GC 9.2.3. The Agency reserves the right to rescind or shorten any extension previously granted, if subsequently the Agency determines that any information provided by Contractor in support of a request for an extension of time was erroneous; provided, however, that such information or facts, if known, would have resulted in a denial of the request for an excusable delay. Notwithstanding the above, the Agency shall not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

GC 9.2.4. No extension or adjustment of time shall be granted unless: (1) written notice of the delay is filed with the Agency within fourteen (14) calendar days after the commencement of the delay and (2) a written application therefore, stating in reasonable detail the causes, the effect to date and the probable future effect on the performance of the Contractor under the Contract, and the portion or portions of the Work affected, is filed by the Contractor with the Agency within thirty (30) calendar days after the commencement of the delay. No such extension or adjustment shall be deemed a waiver of the rights of either party under this Contract. The Agency shall make its determination within thirty (30) calendar days after receipt of the application.

GC 9.3 Termination

GC 9.3.1. Termination for Convenience

The performance of Work under this Contract may be terminated by the Agency in accordance with this clause in whole, or from time to time in part, whenever the contracting officer shall determine that such termination is in the best interest of the Agency. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.

After receipt of a notice of termination, and except as otherwise directed by the Contracting Officer, the Contractor shall do the following:

- Stop Work under the Contract on the date and to the extent specified in the notice of termination.
- Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated.
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; assign to the Agency in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title and

interest of the Contractor under the orders and subcontracts so terminated, in which case the Agency shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

- Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent he or she may require, which approval or ratification shall be final for all the purposes of this clause.
- Transfer title to the Agency and deliver in the manner, at the times and to the extent, if any, directed by the Contracting Officer the fabricated or unfabricated parts, Work in process, completed Work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated, and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the Agency.
- Use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the Contracting Officer, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the Contracting Officer, and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Agency to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the Contracting Officer may direct.
- Complete performance of such part of the Work as shall not have been terminated by the notice of termination.
- Take such action as may be necessary, or as the Contracting Officer may direct, for the protection or preservation of the property related to this Contract that is in the possession of the Contractor and in which the Agency has or may acquire an interest.

The Contractor shall be paid its costs, including Contract close-out costs, and profit on Work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. Settlement of claims by the Contractor under this termination for convenience clause shall be in accordance with the provisions set forth in Part 49 of the Federal Acquisition Regulations (48 CFR 49) except that wherever the word "Government" appears, it shall be deleted and the word "Agency" shall be substituted in lieu thereof.

GC 9.3.2. Termination for Default

The Agency may, by written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other material provisions of the Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) business days, or such longer

period as the Contracting Officer may authorize in writing, after receipt of notice from the Contracting Officer specifying such failure.

If the Contract is terminated in whole or in part for default, the Agency may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to the Agency for any excess costs for such similar supplies or services, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of a cause beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources and in sufficient time to permit the Contractor to meet the required delivery schedule.

Payment for completed supplies delivered to and accepted by the Agency shall be at the Contract price. The Agency may withhold from amounts otherwise due the Contractor for such completed supplies such sum as the Contracting Officer determines to be necessary to protect the Agency against loss because of outstanding liens or claims of former lien holders.

If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the Agency.

GC 9.4 Compliance with Laws and Regulations

Contractor shall at all times comply with all applicable laws, regulations, policies, procedures and directives (together, the "Law"), including without limitation, FTA regulations, policies, procedures and directives, including those listed directly or by reference in the agreement between the Agency and FTA that funds any part of this Contract, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

GC 9.5 Changes of Law

Changes of Law that become effective after the Proposal Due Date may result in price changes. If a price adjustment is indicated, either upward or downward, it shall be negotiated between the Agency and the Contractor and the final Contract price shall be adjusted upwards or downwards to reflect such changes in Law. Such price adjustment may be audited, where required. For certainty, in the event that a price adjustment is required in respect of changes that are mandatory as a result of legislation or regulations that become effective after the date of the tender

submission, such price adjustment shall be negotiated in good faith by the Agency and the successful bidder.

GC 9.6 Governing Law and Choice of Forum

This Contract shall be governed by the laws of State of California without regard to conflict of law rules. The Contractor consents to the exclusive jurisdiction of the State and federal courts exercising jurisdiction over the County where any Agency designated as a party to the litigation is located.

GC 9.7 Disputes

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under or related to this Contract that is not disposed of by agreement shall be decided in accordance with the following steps. However, by mutual agreement the matter may be taken immediately to any higher step in the dispute resolution process, or mutually agreed to alternative dispute resolution process (which may include structured negotiations, mediation or arbitration) or litigation. Pending final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Contracting Officer's or Chief Executive Officer's decision, as the case may be.

1. **Notice of dispute.** All disputes shall be initiated through a written dispute notice submitted by either party to the other party within 10 (ten) calendar days of the determination of the dispute.

2. **Negotiation between contracting officers.** The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Contract promptly by negotiation between the designated Contracting Officer of the Agency ordering the vehicles and the Contractor's executives who have authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved in the normal course of business as provided in (1) above. Within 14 (fourteen) calendar days after delivery of the dispute notice, the receiving party shall submit to the other party a written response. The dispute notice and written response shall include: (a) a statement of the party's position and a summary of the arguments supporting that position, (b) any evidence supporting the party's position and (c) the name of the executive who shall represent that party and of any others who shall accompany the executive in negotiations. Within 28 (twenty-eight) calendar days after delivery of the dispute notice, the Contracting Officer of both parties shall meet at a mutually acceptable time and place, and thereafter as they reasonably deem necessary to attempt to resolve the dispute. All reasonable requests for information by one party to the other shall be honored.

If the matter has not been resolved by these people within 42 (forty-two) calendar days of the dispute notice, the dispute may be referred to more senior executives of both parties who have authority to settle the dispute and who shall likewise meet to attempt to resolve the dispute.

GC 9.8 Maintenance of Records; Access by Agency; Right to Audit Records

In accordance with 2 CFR § 200.334 and 49 USC § 5325(g), the Contractor agrees to provide the Agency, FTA, the Comptroller General of the United States, the Secretary of the U.S. Department of Transportation, the State of California or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor that are directly pertinent to or relate to this Contract (1) for the purpose of making audits, examinations, excerpts and transcriptions and (2) when conducting an audit and inspection.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

For Contract modifications or change orders the Agency, FTA, the Comptroller General of the United States, the Secretary of the U.S. Department of Transportation, the State of California or any of their duly authorized representatives shall have the right to examine all books, records, documents and other cost and pricing data related to a Contract modification, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of the Contract modification or change order shall be made available for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, either before or after execution of the Contract modification or change order for the purpose of conducting a cost analysis. If an examination made after execution of the Contract modification or change order reveals inaccurate, incomplete or out-of-date data, the Contracting Officer may renegotiate the Contract modification or change order price adjustment, and the Agency shall be entitled to any reductions in the price that would result from the application of accurate, complete or up-to-date data.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

The requirements of this section are in addition to any other audit, inspection and record-keeping provisions specified elsewhere in the Contract documents.

GC 9.9 Confidential Information

Access to government records is governed by the statutes of the State of California. Except as otherwise required by the statutes of the State of California, the Agency shall exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted or disclosed during the Contract period. Any such proprietary information, trade secrets or confidential commercial and financial information that a Contractor believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information shall not ensure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

Upon a request for records from a third party regarding the Contract, the Agency shall notify the Contractor in writing. The Contractor must respond within ten (10

) days with the identification of any and all "proprietary, trade secret or confidential commercial or financial" information. The Contractor shall agree to indemnify, defend, and hold harmless the Agency for all costs associated with the Agency's withholding such identified information; otherwise, the requested information may be released.

The Agency shall employ sound business practices no less diligent than those used for the Agency's own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by the Contractor pursuant to the Contract that contain confidential commercial or financial information, trade secrets or proprietary information as defined in or pursuant to the statutes of the State of California against disclosure of such information and material to third parties except as permitted by the Contract. The Contractor shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information, with such determinations to be made by the Agency in its sole discretion, bears appropriate notices relating to its confidential character.

During the performance of the Work under the Contract, it may be necessary for either party (the "Discloser") to make confidential information available to the other party (the "Recipient"). The Recipient agrees to use all such information solely for the performance of the Work under the Contract and to hold all such information in confidence and not to disclose same to any third party without the prior written consent of the Discloser or as required by law. Likewise, the Recipient agrees that all information developed in connection with the Work under the Contract shall be used solely for the performance of the Work under the Contract, and shall be held in confidence and not disclosed to any third party without the prior written consent of the Discloser or as required by law.

This Confidentiality section shall survive the termination or expiration of the Contract.

GC 9.10 Conflicts of Interest, Gratuities

No member, officer, or employee of the Agency or of a local public body during his or her tenure, or one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

GC 9.11 General Nondiscrimination Clause

In connection with the performance of Work provided for under this Contract, the Contractor agrees that it shall not, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation or age, discriminate or permit discrimination against any person or group of people in any manner prohibited by federal, state or local laws.

GC 9.12 Amendment and Waiver

GC 9.12.1. Amendment

Any modification or amendment of any provisions of any of the Contract documents shall be effective only if in writing, signed by authorized representatives of both the Agency and Contractor, and specifically referencing this Contract.

GC 9.12.2. Waiver

In the event that either party elects to waive its remedies for any breach by the other party of any covenant, term or condition of this Contract, such waiver shall not limit the waiving party's remedies for any succeeding breach of that or of any other term, covenant or condition of this Contract.

GC 9.13 Remedies not Exclusive

The rights and remedies of the Agency provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

GC 9.14 Counterparts

This Contract may be executed in any number of counterparts. All such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original thereof.

GC 9.15 Severability

Whenever possible, each provision of the Contract shall be interpreted in a manner as to be effective and valid under applicable law. However, if any provision, or part of any provision, should be prohibited or invalid under applicable law, such provision, or part of such provision, shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of the Contract.

GC 9.16 Third-Party Beneficiaries

No provisions of the Contract shall in any way inure to the benefit of any third party, including the public at large, so as to constitute such person a third-party beneficiary of the Contract or of any one or more of the terms and conditions of the Contract or otherwise give rise to any cause of action in any person not a party to the Contract, except as expressly provided elsewhere in the Contract.

GC 9.17 Assignment of Contract

Neither party shall assign or subcontract its rights or obligations under the Contract without prior written permission of the other party, and no such assignment or subcontract shall be effective until approved in writing by the other party. Contractor accepts that the right to Purchase may be assigned by the Agency as described in clause NR1, above And clause SP2, below.

GC 9.18 Independent Parties

The Contractor is an independent contractor with respect to the performance of all Work hereunder, retaining control over the detail of its own operations, and the Contractor shall not be considered the agent, employee, partner, fiduciary or trustee of the Agency.

GC 9.19 Survival

The following sections shall survive the nominal expiration or discharge of other Contract obligations, and the Agency may obtain any remedy under law, Contract or equity to enforce the obligations of the Contractor that survive the manufacturing, warranty and final payment periods:

- "Intellectual Property Warranty"
- "Data Rights"
- "Indemnification"
- "Governing Law and Choice of Forum"
- "Disputes"
- "Confidential Information"
- "Parts Availability Guarantee"
- "Access to Records"
- "Training"

GC 10. Agency-Specific Provisions – Not Used

SECTION 4: SPECIAL PROVISIONS

SP 1. Authorization to Use the Joint Procurement Contract

The use of the Joint Procurement contract shall be restricted to the agencies listed in Appendix "C" publicly funded transit agencies, city transit systems, other governmental agencies or non-profit organizations performing governmental services.

SP 2. Assignability

Basin Transit reserves the right to assign the ability to use the Procurement to any other grantees of FTA funds in accordance with FTA Circular 4220.1F or successor circulars. These grantees shall be CalTrans subrecipients or other Ordering agencies identified in this RFP. A letter of Assignment shall be issued by either BASIN TRANSIT or by CalACT acting for Basin Transit under the terms of their Cooperative Purchasing Agreement. Basin Transit reserves the right to withhold assignments at its unilateral discretion. Each Assignment shall be valid for a one-year period. All buses ordered under that Assignment shall be delivered and accepted in accordance with SP 11.

SP 3. Period of Performance

The initial period of performance shall be one (1) year. Basin Transit shall have the right to extend the period of performance for four (4) one-year options. **The four (4) one-year option periods are a unilateral right that shall not be refused by the Contractor.** Subject to the Agency's right to order modifications, the Option Vehicles shall have the same specifications as the vehicles purchased under the initial Contract. The Agency may exercise the Options by written notice to the Contractor ("Notice of Exercise of Option") prior to the expiration of the initial period of performance.

In the event that these options are exercised, the pricing for each option period shall be established per the provisions of SP 5.3, Price Validity for Option Periods.

SP 4. Procurement Fee

A procurement fee of 1% of total pre-tax price per vehicle, up to $40,000 per transaction shall be paid by the Contractor(s) to the Cooperative each month based on activity on this contract. This fee shall be shown as a separate line item on the invoice to the Agency ordering the vehicles. It shall be payable to the Cooperative within thirty (30) days of delivery to agencies. Contractors shall also supply monthly activity reports showing all orders and payments to the Cooperative. This activity may be audited. The Cooperative may charge interest for late payment if payment is delayed more than ten (10) days after the payment Due Date set forth above. Interest will be charged at a rate of 10% of the procurement fee that is due. The fee does not apply to direct purchases by Basin Transit or its subrecipients. Basin Transit reserves the right to unilaterally change these fees at any time by giving written notice to the contractor.

Failure to report shall also be seen as failure to perform the contract and may lead to corrective action up to and including Termination for Default.

SP 5. Pricing

SP 5.1 Price Protection

Contractor agrees all the Prices, terms, warranties, and benefits provided in this Contract are comparable to or better than the terms presently being offered by Contractor to any other governmental entity purchasing the same quantity under similar terms. If during the term of this Contract, Contractor shall enter into contracts with any other governmental entity providing greater benefits or more favorable terms than those provided by this Contract, Contractor shall be obligated to provide the same to Purchaser for subsequent purchases.

SP 5.2 Price Validity for the Initial Contract Term

Contractor agrees to sell vehicle(s), including proposed optional equipment, at the same price and under the terms and conditions of this Agreement from the time of contract award to the expiration of the initial contract term. By submittal and acceptance of its pricing, the Contractor also agrees to provide any of the listed optional features at the listed pricing for the initial one-year contract term.

SP 5.3 Vehicle and Optional Feature Pricing for Option Periods

Subject to the provisions of . Price Adjustments, the price of the vehicles and optional equipment ordered after the base period shall be the base period unit price adjusted by multiplying the applicable base period price by the following fraction:

Preliminary Index Number on Month Prior to Notice of Exercise of Option
Index Number available on Effective Date of the Contract or Prior Option Period

The Index shall be the Producer Price Index for Truck and Bus Bodies, Series No. 1413 published by the United States Department of Labor or if such Index is no longer in use, then such replacement which is most comparable to the Index as may be designated by the Bureau of Labor Statistics, or as agreed by the parties. However, in no case shall the annual increase in the cost of a vehicle configuration of separately priced optional equipment item created by the application of the above referenced Index exceed six (6%) unless the Contractor provides written evidence, such as invoices from its suppliers that its net material costs exceed six percent (6%). In that event, the price adjustment shall be six percent (6%) plus one half of the net material costs that exceed six percent (6%). Basin Transit reserves the right to apply the Price Index based escalation without requesting that the contractor provide the above items if there is a preponderance of evidence that the PPI pricing should simply be applied.

As an example,

- Should the index value raise by six percent or less, the index value shall be applied to the price of each vehicle configuration and each separately priced optional equipment item;

- Should the index value raise by more than six percent,

    - The price of each vehicle configuration and each separately priced optional equipment item shall be increased by three percent; and

    - Individual Contractors may request additional increases for individual vehicle configurations or items of separately priced optional equipment. Properly documented increases in net material costs will be subject to the cost sharing provisions above

- The net material costs shall be calculated on the full bill of materials for the affected vehicle or separately priced optional equipment. An increase in excess of six percent for a particular system or equipment will not merit a price increase in excess of three percent, should those costs be offset by reduced pricing of other systems or equipment. Pricing considered must include any applicable rebates, credits, or other offsets of any kind.

Price adjustments shall be made at the start of each option year, with the six percent (or greater) maximum described above based on the then current pricing. That is, an adjustment at the start of the first option period would be calculated from base pricing. An adjustment at the start of the second option period would be calculated on the first option period pricing. An adjustment at the start of the third option period would be calculated on the second option period pricing.

Notwithstanding the above, an increase due to inordinate increases in battery costs (For BEB and FC Buses only) shall be also considered each time a price adjustment is granted for an extension of an option. The Contractor shall provide documentation of the battery component cost increase. The price may be adjusted only in the same amount as the price increase to the Contractor and is net of the price increase granted to the cost of the complete bus. The Contractor shall submit the request and all necessary documentation to the Agency. The documentation of such factors shall be provided by the Contractor. Should the Agency not grant this price increase, the vehicle(s) affected by the BCA price increase may be removed the joint procurement and the contract terminated upon the responsible contractor's request. The agency may only grant the battery cost adjustment (BCA) as a percentage of battery cost vs. total bus cost, excluding this adjustment from the PPI increase. This is because you have already received a PPI increase on the bus body cost. This calculation needs to be reflected in the contractor's request letter per applicable line item.

A minimum of 60 calendar days advance written notice of price increase from the renewal due date is required which is to be accompanied by sufficient documentation to justify the requested increase.

SP 5.4 **Prohibitions**

Contractors are expressly prohibited from offering any rebates, parts credits and any other price discounts following contract award.

SP 5.5 **Price Adjustments**

Section GC 9.6, Changes of Law, provides for price adjustments because of changes of law. Section SP 5.3 provides for price adjustments based on increased material costs. The Agency shall consider extraordinary relief when circumstances amounting to a force majeure impact the Contractor's material costs and such increase is not adequately addressed by those provisions.

A minimum of 60 calendar days advance written notice of price increase is required which is to be accompanied by sufficient documentation to justify the requested increase. Upon petitioning the agency for Force Majeure relief, the contractor must meet with the Agency or it's representatives on demand and provide substantive documentation within 30 days. The agency will not accept a simple recitation of cost factors, but will expect a submission of past and present costs to demonstrate that a Force Majeure condition has occurred. The contractor may be asked to reimburse up to of $3,000 for expenses in evaluating the Force Majeure request.

SP 6. Ordering Procedures

Agencies that are members of the joint procurement and that are using federal funds to place orders under this contract shall follow the following procedures:

1. The Agency shall develop a requirements list showing all optional features, if any, that are required. In addition, the Agency shall identify any other evaluation factors that shall be considered in determining which vehicle is to be ordered. (Factors that may also be considered include past performance, special features of the specific vehicle required for effective program performance, warranty considerations, if any, maintenance or inventory considerations, if any and proposed delivery schedule.)

2. The Agency shall issue a request for delivery schedule to Contractors for at least three of vehicles available on the contract. (If there are fewer than three vehicles listed, the Agency shall obtain this information for the maximum number of vehicles available.) The RFQ shall list any other additional information that is required. It shall also note how information shall be evaluated and the deadline for submittal.

3. Following receipt of the information, the Agency shall evaluate the submittals according to the evaluation criteria and select the quote that represents the offer that is most advantageous to the Agency when all factors are evaluated.

4. The recommended firm shall receive a written Order Confirmation form from the Ordering Agency. This form shall indicate:

    a. Itemized list of all vehicles, parts, etc. being ordered and prices
    b. Designated delivery point
    c. Delivery due date.

5. The Order Confirmation form does not replace any other required document such as Purchase Orders that may be issued by the agency.

6. All eligible orders must provide a proposal (quote) from the selected Dealer or Manufacturer that provides at a minimum the following information:

    Vehicle Type-provide description that includes make, model, vehicle class, propulsion type and capacity
    Full and legal Ordering Agency Name as it will appear on the Assignment
    Contact at Ordering Agency (including email, title, mailing address, phone number).
    Provide additional name if your contact is not the person that will receive the Assignment Letter.
    Sales person
    Quantity ordered-quote is to reflect entire and complete bus order, and is not per bus
    Price of all options

7. **Ordering agency to initiate the transaction in the Cooperative's online ordering program.** The agency and Contractor to update all information and changes as needed. Awarded contractors to be briefed by Cooperative staff on use of this program prior to beginning sales activity on the contract. A Cooperative representative will issue a Letter of Assignment only after all the aforementioned steps have taken place.

    ADA eligible Items identified for sales tax exemption
    Published and Non-Published Options are to be listed separately
    Total Price of Bus subject to the procurement fee
    Document Fee
    Sales Tax
    Procurement Fee
    Delivery fee as quoted on Price Worksheet with expected delivery date-**quotes issued without a delivery date are not valid.**
    Date of Order

All quotes from the contractor must be written using the same format and approved by the Cooperative prior to first order. Any changes to the order by the buyer or seller after receipt need to be sent to the Cooperative. All buses ordered must be compliance with the contract. Questions about buyer eligibility to purchase from the contract need to be sent to the Cooperative for verification. Any change orders made to the initial purchase order are to be communicated as soon as possible to the Cooperative.

SP 7. Inspection, Testing, Acceptance and Repairs

SP 7.1 **Inspections**

At the sole election of Basin Transit, the Agency may conduct an on-site inspection of the plant and/or first vehicle being manufactured to validate compliance with the specification and to validate the Post-Delivery Buy America and any other audit requirements. This vehicle is being called a First Article bus and it shall serve as a standard for the units that follow as ordered. This shall not relieve the Contractor and manufacturer from an obligation to manufacture all units in compliance with all specifications. The agency will at its discretion conduct on-site or virtual inspections of the manufacturing facility to confirm quality control procedures, technical qualifications and Buy America requirements. Individual purchasing agencies may request a First Article bus to be provided as part of their order. As per IP 12.4, prior to award, Basin Transit will evaluate a Representative Bus, that can be evaluated for performance, quality of manufacture with any variances to be reconciled to the specification and conformance to specifications.

As least thirty (30) days prior to completion of the First Article bus, the Contractor is to notify the Agency in writing. The First Article bus is to be available for inspection either at the point of delivery or at the manufacturing facility. Parties that are to be present include representatives from the successful manufacturer, the Contractor and representative(s) from Basin Transit. If the inspection is held at the manufacturing facility, and for inspection of the manufacturing or conversion facilities. the Contractor shall pay travel expenses and $100 per day per diem for up to (two) Basin Transit representatives. *In addition, the Contractor may be required to pay a up to a total of $10,000 per vehicle proposed for consultant/s fees and expenses to perform facility, Buy America and representative or First Article bus inspections, financial reviews and other necessary audits to be invoiced by the Cooperative.* Should a change in manufacturing facility or bus design requires another set of inspections post-award, the same schedule of fees shall apply.

SP 7.2 **Pre-Delivery Tests**

The Contractor's or manufacturer's pre-delivery tests and inspections of all Vehicles shall be performed at or near the manufacturing plant; they shall be performed in accordance with the procedures defined in Quality Assurance Provisions, and they may be witnessed by the Resident Inspector, if one is assigned to a specific order. The records of this testing shall be provided to the ordering agency in accordance with the Quality Assurance Provisions.

SP 7.3 **Service Prior to Delivery**

Prior to delivery, each vehicle shall be inspected and serviced by the Contractor or by an authorized dealer of the manufacturer in a service shop located near the Ordering Agency. The service shall include not less than the following:

A. Check and fill all fluid levels as necessary. This shall include but not be limited to engine oil, hydraulic oil, transmission fluid, coolant level and mixture, battery levels, brake fluid, differential oil, washer fluid, and any and all other fluid levels.
B. Complete wash and detail of the vehicle and removal of all unnecessary dealer stickers prior to delivery and inspection.
C. A four-wheel alignment at final point of inspection. Wheel alignment shall take place after delivery to the Contractor's location. Documentation of alignment settings for camber, caster, and toe-in settings shall be furnished for the final inspection, and must accompany delivery documentation to Ordering Agency.
D. Full tank of fuel at the Contractor's location.
E. Documentation of the alignment of headlights shall be provided to the Ordering Agency at delivery.
F. Check to ensure proper operation of all accessories, gauges, lights, mechanical, and hydraulic features. Particular attention shall be given to door alignment, lift operation, weather-stripping, hardware, paint condition, and labeling of the cooling system.
G. Copy of the Contractor's pre-delivery inspection and all subsequent inspections by Contractor's inspectors shall be provided to the Ordering Agency upon delivery.
H. A certified four-corner weight certificate showing the "as built" weight of the vehicle shall be provided with each vehicle at the time of delivery. The vehicle shall be full of fuel and all fluids and weighed with all equipment installed. The weight certificate shall be included with the bus and available for review at time of inspection.

SP 7.4 **Delivery Coordination and Pricing of Delivery**

All vehicle deliveries shall be coordinated with the ordering agency. The Contractor shall contact the ordering agency to agree upon a delivery schedule at least three (3) working days prior to delivery. Delivery shall be made during normal working hours. Delivery terms are Freight on Board (FOB) to be specified by the ordering agency, either at their place of business or at closest dealer location. Delivery charges are to be proposed per zone on the price worksheet and charged accordingly. Said **delivery charges are to be proposed from the proposer's place of business and point of service and pre-delivery inspection in the State of California to the ordering agency's place of business. (Not from Manufacturer's location)**

SP 7.5 **Delivery Inspection, Post-Delivery Tests and Acceptance**

Upon delivery of the Vehicle at a point of delivery, the Agency shall take possession of the Vehicle and shall perform the inspections and tests. For vehicles that are Federally funded, each bus shall be inspected and road tested per Appendix B, Visual Inspection and Road Test Forms. For vehicles funded by or through Caltrans, a postdelivery inspection is required. A sample inspection form is provided in BlackCat. If the Vehicle passes these inspections and tests, the

Agency shall Accept the Vehicle no later than the fifteenth day after Contractor delivers the Vehicle to the Agency. The Agency may Accept a Vehicle earlier upon Notice of early Acceptance to the Contractor. If the Agency has not issued a Notice of Acceptance, the Agency shall be deemed to have accepted a Vehicle on the date it places the Vehicle into revenue service.

Vehicles that fail to pass the post-delivery tests are subject to non-acceptance. The Agency shall record details of all Defects on the appropriate test forms and shall notify the Contractor of acceptance or non-acceptance of each bus after completion of the tests. The Defects detected during these tests shall be repaired according to procedures defined in "Repairs after Non-Acceptance."

SP 7.6 **Documentation and Deliverables Per Bus Order**

The Technical Specification identifies all technical deliverables that must be provided with each bus order. In addition to those items, the Contractor shall provide deliver the following documentation and deliverables with the bus(es).

- Warranty papers – forms, policy, procedures
- Post Delivery Buy America documentation. The Contractor also shall exert its best efforts to keep maintenance manuals, operator manuals and parts books up to date for a period of five (5) years. The supplied manuals shall incorporate all equipment ordered on the buses covered by this procurement. In instances where copyright restrictions or other considerations prevent the Contractor from incorporating major components information into the bus parts and service manuals, separate manual sets as published by the subcomponent Supplier shall be provided.

SP 7.7 **Repairs after Non-Acceptance**

The Contractor, or its designated representative, shall perform the repairs after non-acceptance.

SP 8.

The Contractor shall provide a vehicle orientation with each vehicle delivered to an Agency. If an agency orders more than one (1) vehicle of identical specifications, the orientations shall be provided on the first vehicle delivered. The orientation shall be conducted by the Contractor for the maintenance and operations supervisory and training personnel. The orientation shall include but not be limited to:

- Engine type and proper type of fuel
- How to check coolant level and type of coolant required
- Function of all controls on the vehicle.
- Function of all controls on the driver control panel
- Location and function of controls on all add-on equipment, such as the A/C, etc.
- Location and identification of all visible and audible alarms.

- Location and identification of tire pressure ID plate
- Location of batteries and how to service the batteries.

SP 9. Registration of Vehicles

The Contractor shall all the necessary documentation (MSO, Weight slip, etc.) for the agency to register the buses after delivery. Costs to provide these shall not be billed separately and must be incorporated into the vehicle unit prices. The agency must be able to register the vehicle free and clear of all liens (other than those provided by the Ordering Agency), mortgages and encumbrances, financing statements, security agreements, claims, and demands of any character against the vehicle following the Agency's Acceptance of each bus.

SP 10. Payment

All payments shall be made as provided herein, less any additional amount withheld as provided below and less any amounts for liquidated damages in accordance with "Liquidated Damages for Late Delivery of the Bus."

The Agency shall make payments for buses at the unit prices itemized in the price schedule within thirty (30) calendar days after the delivery and acceptance of each bus and receipt of a proper invoice.

The Agency shall make payments for spare parts and/or equipment at the unit prices itemized in the price schedule within thirty (30) calendar days after the delivery and acceptance of said spare parts and/or equipment and receipt of a proper invoice.

The Agency shall make a final payment for all withholding within thirty (30) calendar days of receipt of a final proper invoice and the following:

1. Delivery and acceptance of all Contract deliverables, including manuals and other documentation required by the Contract, excluding training.
2. Contractor provision of any certifications as required by law and/or regulations.
3. Completion of post-delivery audits required under the Contract.

SP 10.1 **Invoices**

Contractor shall submit invoices for all Vehicles, Spare Parts, and all equipment and other items purchased under this Contract to the Agency thirty (30) calendar days prior to each delivery. Payment shall be within 30 days after Acceptance of each item. Proforma invoices shall be acceptable.

SP 10.2 **Payment of Taxes**

Unless otherwise provided in this Contract, the Contractor shall pay all federal, state and local taxes, and duties applicable to and assessable against any Work, goods, services, processes and operations incidental to or involved in the Contract, including but not limited to retail sales and use, transportation, export, import, business and special taxes. The Contractor is responsible for

ascertaining and paying the taxes when due. The total Contract price shall include compensation for all taxes the Contractor is required to pay by laws in effect on the Proposal Due Date, except sales and use taxes normally applicable to purchasers. These sales and use taxes vary by jurisdiction and shall be billed separately, at cost and without markup of any kind, and subsequently reimbursed by each purchaser in conjunction with payment for the vehicles. The Contractor shall maintain auditable records, subject to the Agency reviews, confirming that tax payments are current at all times. Each invoice for vehicles shall specifically indicate the tax exemption for handicapped equipment (California Revenue and Taxation Code Section 6394.4).

SP 10.3 Alternate Payment

MBTA has proposed and is working with FTA to define adequate security as follows:
The Contractor may submit a request for payment upon the Resident Inspector's release of the bus for shipment. Progress payment shall be made not more than thirty calendar days after receipt of an appropriate invoice. As a pre-condition to payment:

1. The purchaser must have completed the relevant Buy America post-delivery audit and have received from the Contractor documentation that would allow the purchaser to secure title to the bus. The Buy America audit is contemplated for completion during the pendency of the thirty-day payment window. Additionally, delivery of title documentation is contemplated is contemplated as occurring during that thirty-day window. Securitization in this manner is contingent on FTA's concurrence that this method represents adequate security to protect their interest in the acquisition. (Alternate Pricing 1 in BAFO sheet)

OR

2. The Contractor must deliver an irrevocable letter of credit covering the full amount of the progress payment. The form of and requirements for letter of credit or other form of security approved by Basin Transit are provided herein. The price for the securitization to be included in the price offered. As the use of progress payments has not been common practice in the industry, Basin Transit reserves the right to renegotiate the price for securitization prior to each option year exercised providing acceptable documentation is submitted by the Contractor to support any adjustment requested. (Alternate Pricing 2 in BAFO sheet).

Contractors wanting to utilize this alternative payment plan (#2) are to clearly state the method of security they are proposing with the payment terms as well as the method of calculation that will be used for any discounts provided at time of quote/proposal. The costs associated with stated security must be included in the Alternate Payment Price.
The Agency shall make progress payments in accordance with the following schedule. No other progress payments are authorized under this Agreement. Advance payments are expressly prohibited.
A payment of 75% of the purchase price upon release for shipment as detailed above.

The Agency shall make payments for spare parts and/or equipment at the unit prices itemized in the price schedule within thirty (30) calendar days after the delivery and acceptance of said spare parts and/or equipment and receipt of a proper invoice.
The Agency shall make a final payment for all withholding within thirty (30) calendar days of receipt of a final proper invoice and the following:

1. Delivery and acceptance of all Contract deliverables, including manuals and other documentation required by the Contract, excluding training.
2. Contractor provision of any certifications as required by law and/or regulations.
3. Completion of post-delivery audits required under the Contract.

SP 11. Delivery Schedule

The Contractor shall deliver all buses on or before the delivery date contained in the Order Confirmation issued by each ordering agency or if not specified, the minimum delivery standards specified in this section. The Order Confirmation shall also indicate the point of delivery as well as days and hours of delivery.

"Default" Delivery Standard: If a delivery date is not specified by the quote provided, delivery of the vehicles shall be completed within 365 calendar days after issuance of purchase orders by the Purchasing Agencies. If the delivery is delayed because of strike, injunctions, governmental controls, or any cause or circumstances beyond the reasonable control of the manufacturer, supplier or contractor, the time of completion of delivery may be extended upon written request from the proposing firm and approval by Basin Transit and the ordering agency. The request for extension must include detailed justification for the length of the time extension.

The Contractor shall propose a delivery date identifying this in its proposal to each participant. Proposals (quotes) not indicating a delivery date to the ordering agency default to the above standard. Liquidated damages to be assessed based on the revised delivery schedule.

SP 12. Liquidated Damages for Late Delivery of the Bus

It is mutually understood and agreed by and between the parties to the Contract that time is of the essence with respect to the completion of the Work and that in case of any failure on the part of the Contractor to deliver the buses within the time specified in "Delivery Schedule," except for any excusable delays as provided in "Excusable Delays/Force Majeure" or any extension thereof, the Agency shall be damaged thereby. The amount of said damages, being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that the amount of such damages due to the Agency shall be fixed at $100 per business day per bus.

The Contractor hereby agrees to pay the aforementioned amounts as fixed, agreed and liquidated damages, and not by way of penalty, to the Agency and further authorizes the Agency to deduct the amount of the damages from money due the Contractor under the Contract, computed as

aforesaid. If the money due the Contractor is insufficient or no money is due the Contractor, then the Contractor shall pay the Agency the difference or the entire amount, whichever may be the case, within thirty (30) days after receipt of a written demand by the Contracting Officer.

The payment of aforesaid fixed, agreed and liquidated damages shall be in lieu of any damages for any loss of profit, loss of revenue, loss of use, or for any other direct, indirect, special or consequential losses or damages of any kind whatsoever that may be suffered by the Agency arising at any time from the failure of the Contractor to fulfill the obligations referenced in this clause in a timely manner.

SP 13. Service and Parts

SP 13.1 **Contractor Service and Parts Support**

The Contractor shall state on the form Contractor Service and Parts Support Data the representatives responsible for assisting the Agency, as well as the location of the nearest distribution center, which shall furnish a complete supply of parts and components for the repair and maintenance of the buses to be supplied. The Contractor also shall state in its Proposal its policy on transportation charges for parts other than those covered by warranty. The Contractor must identify in its proposal that it has the resources and experience to service a contract of this scale. Physical service centers with the proximity and the technical capacity to serve the Cooperative's statewide participants are to be identified. Alternatively, if a proposer intends to utilize a subcontractor to provide service and warranty the proposed subcontractor must be identified in the proposal. A letter documenting the manufacturer's approval and authorization of the proposed service provider to perform service and warranty repairs for this contract, along with a letter from the subcontract service provider agreeing to perform the proposed service and warranty requirements, must be submitted with the proposal. The Agency reserves the right to evaluate and approve the subcontractor's technical capacity to adequately serve a contract of the size and scope anticipated for this procurement.

SP 13.2 **Parts Availability Guarantee**

The Contractor hereby guarantees to provide, within reasonable periods of time, the spare parts, software and all equipment necessary to maintain and repair the buses supplied under this Contract for a period of at least five (5) years after the date of acceptance. Parts shall be interchangeable with the original equipment and shall be manufactured in accordance with the quality assurance provisions of this Contract. Prices shall not exceed the Contractor's then-current published catalog prices.

Where the parts ordered by the Agency are not received within two working days of the agreed-upon time and date and a bus procured under this Contract is out of service due to the lack of said ordered parts, then the Contractor shall provide the Agency, within twenty four (24) hours of the Agency's verbal or written request, the original Suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the Agency.

Where the Contractor fails to honor this parts guarantee or parts ordered by the Agency are not received within thirty (30) days of the agreed-upon delivery date, then the Contractor shall provide to Agency, within seven (7) days of the Agency's verbal or written request, the design and manufacturing documentation for those parts manufactured by the Contractor and the original Suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the Agency. The Contractor's design and manufacturing documentation provided to the Agency shall be for its sole use in regard to the buses procured under this Contract and for no other purpose.

SP 14. Federal Motor Vehicle Safety Standards (FMVSS)

The Contractor shall submit either a manufacturer's FMVSS self-certification that the vehicle complies with relevant FMVSS or a manufacturer's certified statement that the contracted buses shall not be subject to FMVSS regulations. One copy of the statement shall be provided to each Agency with the delivery of the buses.

SP 15. Motor Vehicle Pollution Requirements

The Contractor shall furnish to each Agency a certification in writing with each Vehicle delivered that:

- Vehicles shall meet Federal and California pollution requirements.
- The horsepower of the Vehicle is adequate for the speed, range, and terrain in which it shall be required to operate and meet the demands of all auxiliary power equipment.

SP 16. Insurance

The Agency recognizes that the Contractor may be a dealer whose role is warranty and service of the vehicles. In such cases, the Contractor shall maintain in effect during the term of this Contract, including any warranty period, at its own expense, at least the following coverage and limits of insurance:

- Statutory Workers Compensation and Employers Liability insurance and/or qualified self-insurance program covering Supplier's employees while on Agency property.
- Commercial General Liability Insurance:
    - Bodily Injury and Property Damage, including Contractual Liability covering the indemnification contained herein, $1,000,000 combined single limits per occurrence, $5,000,000 aggregate, where applicable.
    - Product liability: $1,000,000 per occurrence, for a period of five (5) years after acceptance of the last bus delivered under this Contract (Products Liability coverage may be effected through one or more excess liability policies).
- Automobile Liability Insurance: Bodily Injury and Property Damage, $1,000,000 combined single limits per occurrence.

In addition, the vehicle manufacturer whose role is to provide the vehicle shall maintain in effect during the term of this Contract, including any warranty period, at its own expense, at least the following coverage and limits of insurance:

- Commercial General Liability Insurance:
  - Bodily Injury and Property Damage, including Contractual Liability covering the indemnification contained herein, $1,000,000 combined single limits per occurrence, $5,000,000 aggregate, where applicable.
  - Product liability: $1,000,000 per occurrence, for a period of five (5) years after acceptance of the last bus delivered under this Contract (Products Liability coverage may be effected through one or more excess liability policies).

Contractor shall deliver to the Agency, within thirty (30) days after receiving Notice of Award of this Contract, evidence of the above. Prior to the expiration of any insurance during the time required, the Supplier shall furnish evidence of renewal to the Agency's Contract Administrator.

SP 17. Buy America Post-Delivery Audit

Prior to delivery of the first vehicle, the Contractor shall demonstrate compliance with Buy America through a Buy America Post-Delivery audit. The audit requirements are further detailed in Appendix E.

SP 18. Interchangeability

All buses delivered under this Contract, whether provided by a Subcontractor or Supplier, or manufactured by the Contractor, shall be duplicates in design and manufacture, and installed to assure Interchangeability among Buses in each separate order. This Interchangeability shall extend to the components and parts as well as to their locations in the Buses for all buses produced during the first year of the contract.

For buses being produced during the second base year of the Contract, Basin Transit shall consider changes such as product improvements on a case-by-case basis. Basin Transit's basic expectation for any such change is that the new product shall perform at least as well if not better than the original. To that end, the Contractor may be required to obtain and provide an extended warranty at no cost for any proposed change in components.

If a supplier discontinues a product during the Contract period, Basin Transit shall consider a substitute product on a case-by-case basis. No substitutions are to be made without the express written consent of Basin Transit. Basin Transit's basic expectation for any such change is that the new product shall perform at least as well if not better than the original. To that end, the Contractor may be required to obtain and provide an extended warranty at no cost for any proposed change in components.

All such changes shall be processed according to the provisions of GC 8, Changes. The Contractor shall not modify any of the listed items contained on the Technical Submittal which was submitted with the proposal without the express written consent of Basin Transit.

SP 19. New Technology

Basin Transit reserves the right to add or replace new devices to this contract that may evolve through new technology to the resulting contract. Such additions must be for the same purpose as equipment awarded and fall within the original scope. Such equipment shall only be added if it is presented as an ite333ms addition by an awarded Contractor.

SP 20. Altoona Testing for New Buses.

The Agency values timely delivery of fully compliant vehicles. Requirements for timely delivery are established in SP 11 and 12. Requirements for compliance with 49 CFR Part 655 (Altoona Bus Testing) are established in FR 14. Additionally, Proposers and Contractors offering new bus models as defined in 49 CFR 655.5 are required to make reasonable progress towards successfully completing Altoona testing. In this context, "reasonable progress" is defined as:

- FTA authorization (confirmation from FTA or PSU Bus Testing Program) of testing obtained prior to submission of final proposal; and
- Successful completion of required testing within one year of award. (Passed and satisfactory test)

The above is to be provided with the proposal and not merely promised by the firm. The agency will consider timely, good faith efforts by Proposers and contractors in enforcing these requirements but retains the authority to reject any proposal related to a new bus model for which the FTA has not authorized testing, and to take any such other actions to ensure new bus model sellers diligently pursue successful testing.

SECTION 5: FEDERAL REQUIREMENTS

Access to Records

The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the Agency, the FTA Administrator, the Comptroller General or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 2 CFR 334. See also clause GC 9.9.

The following access to records requirements apply to this Contract:

FR 1.1 Local Governments

In accordance with 2 CFR 334 the Contractor agrees to provide the Agency, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor that are

directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Federal Funding, Incorporation of FTA Terms and Federal Changes

The preceding provisions include, in part, certain standard terms and conditions required by the Department of Transportation, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in 2 CFR Part 200, and/or FTA Circular 4220.1F or its successors are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act or refuse to comply with any Agency requests that would cause the Agency to be in violation of the FTA terms and conditions.

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

Federal Energy Conservation Requirements

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

Civil Rights Requirements

The following requirements apply to the underlying Contract:

1. **Nondiscrimination:** In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 USC § 12132, and Federal transit law at 49 USC § 5332, the Contractor agrees that it shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Equal Employment Opportunity:** The following equal employment opportunity requirements apply to the underlying Contract:

    (a) **Race, Color, Creed, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e, and Federal transit laws at

49 USC § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age:** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC §§ 623 and Federal transit law at 49 USC § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities:** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, the Contractor agrees that it shall 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 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. The Contractor 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.

No Government Obligation to Third Parties

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

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

Program Fraud and False or Fraudulent Statements or Related Acts

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §§ 3801 *et seq*. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor 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 or the FTA assisted project for which this Contract Work is being performed. In addition to other penalties that may be applicable, the Contractor 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 Contractor to the extent the Federal Government deems appropriate.

2. The Contractor also acknowledges that if it makes, or causes 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 USC § 5307, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who shall be subject to the provisions.

Suspension and Debarment

This Contract is a covered transaction for purposes of 2 CFR Parts 180 and 1200. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940 and 180.945.

The Contractor is required to comply with 2 CFR 180, Subpart C, and must include the requirement to comply with 2 CFR 180, Subpart C, in any lower-tier covered transaction it enters into.

By signing and submitting its bid or Proposal, the Bidder or Proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Agency. If it is later determined that the Bidder or Proposer knowingly rendered an erroneous certification, in addition to remedies available to the Agency, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder or Proposer agrees to comply with the requirements of 2 CFR 180, Subpart C, while this Proposal is valid and throughout the period of any Contract that may arise from this Proposal. The Bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Disadvantaged Business Enterprise (DBE)

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

The Contractor shall maintain compliance with "DBE Approval Certification" throughout the period of Contract performance.

The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by the Contractor 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 the Agency deems appropriate. Each subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

Prompt Payment to Subcontractors

Pursuant to 49 Code of Federal Regulations (CFR) Part 26, the Contractor shall pay each Subcontractor under this Contract for satisfactory performance of its Contract no later than thirty days (30) days after receipt of any related Progress Payment received from Agency. The Contractor shall pay to each Subcontractor all amounts it has retained from payments under the Subcontract within thirty (30) days after the Subcontractor's work is satisfactorily completed. Any delay of payment beyond the thirty (30) day time limit shall be only for good cause, and only upon the prior written approval of Agency.

Clean Water Requirements

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 *et seq.* The Contractor agrees to report each violation to the Agency and understands and agrees that the Agency shall, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

2. The Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

Clean Air Requirements

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401 *et seq*. The Contractor agrees to report each violation to the Agency and understands and agrees that the Agency shall, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

2. The Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

Compliance with Federal Lobbying Policy

Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it shall not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal Contract, grant or any other award covered by 31 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal Contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Buy America

The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal fund may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. and include a general public interest waiver which applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data.

Separate requirements for rolling stock are set out at 49 USC 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 70 percent domestic content.

A Bidder or Proposer must submit to the Agency the appropriate Buy America Certification with all offers on FTA-funded contracts, except those subject to a general waiver. Proposals that are not accompanied by a properly completed Buy America certification are subject to the provisions of 49 CFR 661.13 and may be rejected as nonresponsive.

Testing of New Bus Models

The Contractor agrees to comply with 49 USC 5318 and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

1. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient, which shall be prior to the recipient's final acceptance of the first vehicle. See SP 20 for additional detail for "new bus models."

2. A manufacturer who releases a report under Paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

3. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

4. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

Pre-Award and Post-Delivery Audits

The Contractor agrees to comply with 49 USC § 5323(l) and FTA's implementing regulation at 49 CFR Part 663 and to submit the following certifications:

1. **Buy America requirements:** The Contractor agrees to cooperate with the Buy America requirements, consistent with applicable law, regulations, and FTA guidance, and in the manner detailed in Appendix E. **Upon receipt of Notice from Basin Transit, the proposer will be given 60 days to furnish Buy America cost data and verification of domestic origin to BASIN TRANSIT's designated auditor sufficient to confirm compliance with the requirement.**

2. **Solicitation specification requirements:** The Contractor shall submit evidence that it shall be capable of meeting the bid specifications.

3. **Federal Motor Vehicle Safety Standards (FMVSS):** The Contractor shall submit (1) manufacturer's FMVSS self-certification, Federal Motor Vehicle Safety Standards, that the vehicle complies with relevant FMVSS or (2) manufacturer's certified statement that the contracted buses shall not be subject to FMVSS regulations.

Cargo Preference

The Contractor agrees to the following:

- To use privately owned U.S.-flag commercial vessels to ship at least fifty (50) percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for U.S.-flag commercial vessels;
- To furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill of lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a Subcontractor's bill-of-lading.)
- To include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material or commodities by ocean vessel.

Fly America

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

Contract Work Hours and Safety Standards Act

1. **Overtime requirements:** No Contractor or Subcontractor 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 work week in which he or she is employed on such Work to work in excess of 40 hours in such work week 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 40 hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the clause set forth in paragraph 1 of this section, the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor 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 paragraph 1 of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section.

3. **Withholding for unpaid wages and liquidated damages:** Basin Transit 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 monies payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section.
4. **Subcontracts:** The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any Subcontractor or lower-tier Subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

ADA Access

The Contractor and any of its Subsuppliers under this Contract agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101 *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and the following regulations and any amendments thereto:

1. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
2. DOT regulations, "Americans With Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR Part 38;
3. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
4. U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) regulations, "American With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192;
5. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
6. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
7. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;

8. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
9. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, Subpart F;
10. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
11. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194; and
12. Any implementing requirements FTA may issue.

FR 20. Section 889 NDA

Execute CER 1.9

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FR 21. ITS Architecture

NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS (ITS) ARCHITECTURE AND STANDARDS

23 U.S.C. Sections 502, 517(d)
Intelligent transportation system (ITS) property and services must comply with the National ITS Architecture and Standards to the extent required by 23 U.S.C. Section 517(d) and FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 FR 1455 *et seq.*, January 8, 2001, and later published policies or implementing directives FTA may issue.

FR 22. Notification of Legal Matters

Vendor acknowledges that if a current or prospective legal matter that may affect the Federal Government interest in the contract emerges, Vendor will promptly inform Basin Transit so that it may notify the Federal Transit Administration and/or it's designee, the California Department of Transportation.

The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

FR 23. Limitations on Federal Funding.

Section 5323(u)(1) generally prohibits FTA funding of procurements of rolling stock from any manufacturer that is "owned or controlled by, is a subsidiary of, or is otherwise related legally or financially to a corporation based in" certain foreign countries.

Basin Transit may request evidence and information that the proposing manufacturer is not "owned or controlled by, is a subsidiary of, or is otherwise related legally or financially to a corporation based in" a country that meets the statutory criteria, and is not designated as one of the non-market economies by the US International Trade Administration. The information must be presented within 30 days of request. For purposes of this requirement, "otherwise related legally or financially" does not include a minority relationship or investment; it also does not include a relationship with or investment in a subsidiary, joint venture, or other entity based in a covered country that does not export rolling stock or components of rolling stock for use in the United States.

The agency reserves the right to solely determine whether the proposer meets the above criteria using principles of general corporate law.

FR 24. This Contract is subject to certification requirements related to any "unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability" and certain felony convictions.

The Contractor shall submit the required certification and shall require the same certification of all subcontractors and suppliers at any level, regardless of the value of any sub agreement.

SECTION 6: TECHNICAL SPECIFICATIONS

TS 1. GENERAL

Technical specifications define requirements for the vehicles are contained are found in Section 11.

SECTION 7: WARRANTY REQUIREMENTS

WR 1. Basic Provisions

WR 1.1 Warranty Requirements

WR 1.1.1 Contractor Warranty/Minimums

Warranties in this document are in addition to any statutory remedies or warranties imposed on the Contractor. Consistent with this requirement, the Contractor warrants and guarantees to the original Agency each complete bus and specific subsystems and components as follows. Performance requirements based on design criteria shall not be deemed a warranty item.

Minimum Standards:

The complete bus body and body structure, exterior, wiring, and paint shall be warranted to be free from defects, related defects, and to maintain structural integrity for a period of thirty-six (36) months or 60,000 miles. This warranty includes any failure as a result of frame alterations to lengthen the chassis for a Type C. This would include but not limited to frame, drive lines, brake lines and fuel lines that are altered as a result of the chassis stretch.

Contractor to provided standard OEM and supplier warranties for chassis, engine, wheelchair lifts or ramps and climate control systems, CNG conversions and electric powertrains describing these on the vehicle information sheets and as submissions on the proposal.

WR 1.1.2 Complete Bus

The complete bus, propulsion system, components, major subsystems and body and chassis structure are warranted to be free from Defects and Related Defects for ___years or _____ miles, whichever comes first, beginning on the date of revenue service but not longer than 15 days after acceptance under "Inspection, Testing, Acceptance and Repairs." The warranty is based on regular operation of the bus under the operating conditions prevailing in the Agency's locale. [Information from the selected firm(s) will be inserted at time of Contract award.]

WR 1.1.3 Body and Chassis Structure

Body, body structure, structural elements of the suspension and engine cradle are warranted to be free from Defects and Related Defects for X years or XXX miles, whichever comes first. [Information from the selected firm(s) will be inserted at time of Contract award.]

Primary load-carrying members of the bus structure, including structural elements of the suspension, are warranted against corrosion failure and/or Fatigue Failure sufficient to cause a Class 1 or Class 2 Failure for a period of X years or XXX miles, whichever comes first. [Information from the selected firm(s) will be inserted at time of Contract award.]

WR 1.1.4 Propulsion and Energy components, specifically the engine, transmission or drive motors, (For ICE) and generators, drive and non-drive axles and energy storage systems shall be warranted to be free from Defects and Related Defects for the standard X years or XXX miles, whichever comes first. The propulsion system manufacturer's standard warranty, delineating items excluded from the Extended Warranty, submitted in accordance with the Request for Pre-Offer Change. [Information from the selected firm(s) will be inserted at time of Contract award.]

WR 1.1.5 Emission Control System (ECS)

The Contractor warrants the emission control system for five years or 100,000 miles, whichever comes first. The ECS shall include, but is not limited to, the following components:

- complete exhaust system, including catalytic converter (if required)
- after-treatment device
- components identified as emission control devices

Note if Not Applicable in submission.

WR 1.1.6 Warranty Summary including Subsystems

Other subsystems shall be warranted to be free from Defects and Related Defects for the period shown below: [Information from the selected firm(s) will be inserted at time of Contract award.]

Item	Years	Mileage
Body Structure		
Chassis		
Engine		
Transmission		
Air Conditioner		
Lift/Ramp		
Battery Electric and Fuel Cell Components		
Other Optional Features		

WR 1.1.7 Extension of Warranty

If, during the warranty period, repairs or modifications on any bus are made necessary by defective design, materials or workmanship but are not completed due to lack of material or inability to provide the proper repair for thirty (30) calendar days, the applicable warranty period shall be extended by the number of days equal to the delay period.

WR 1.2 Voiding of Warranty

The warranty shall not apply to the failure of any part or component of the bus that directly results from misuse, negligence, accident or repairs not conducted in accordance with the Contractor-provided maintenance manuals and with workmanship performed by adequately trained personnel in accordance with recognized standards of the industry. The warranty also shall be void if the Agency fails to conduct normal inspections and scheduled preventive maintenance procedures as recommended in the Contractor's maintenance manuals and if that omission caused the part or component failure. The Agency shall maintain documentation, auditable by the Contractor, verifying service activities in conformance with the Contractor's maintenance manuals.

WR 1.3 Exceptions and Additions to Warranty

The warranty shall not apply to the following items:

- scheduled maintenance items
- normal wear-out items
- items furnished by the Agency

Should the Agency require the use of a specific product and has rejected the Contractor's request for an alternate product, then the standard Supplier warranty for that product shall be the only warranty provided to the Agency. This product shall not be eligible under "Fleet Defects," below.

The Contractor shall not be required to provide warranty information for any warranty that is less than or equal to the warranty periods listed.

WR 1.3.1 Pass-Through Warranty

Should the Contractor elect to not administer warranty claims on certain components and wish to transfer this responsibility to the sub-Suppliers, or to others, the Contractor shall request this waiver.

Contractor shall state in writing that the Agency's warranty reimbursements shall not be impacted. The Contractor also shall state in writing any exceptions and reimbursement including all costs incurred in transport of vehicles and/or components. At any time during the warranty period, the Contractor may request approval from the Agency to assign its warranty obligations to others, but only on a case-by-case basis approved in writing by the Agency. Otherwise, the Contractor shall be solely responsible for the administration of the warranty as specified. Warranty administration by others does not eliminate the warranty liability and responsibility of the Contractor.

WR 1.3.2 Superior Warranty

The Contractor shall pass on to the Agency any warranty offered by a component Supplier that is superior to that required herein. The Contractor shall provide a list to the Agency noting the

conditions and limitations of the Superior Warranty not later than the start of production. The Superior Warranty shall not be administered by the Contractor.

WR 1.4 Fleet Defects

WR 1.4.1 Occurrence and Remedy

TS 1.1 A Fleet Defect is defined as cumulative failures of three (3) of the same components in the same or similar application where the fleet size is fewer than twelve (12) buses where such items are covered by warranty. Where the fleet size is twelve (12) or more buses, a Fleet Defect is defined as twenty (20) percent of the same components in the same or similar application where such items are covered by warranty. Basin Transit reserves the right to declare a Fleet Defect applicable to all purchasers if cumulative reported defects exceed 10% of all model or bus type purchases. A Fleet Defect shall apply only to the base warranty period in sections entitled "Complete Bus," "Propulsion System" and "Major Subsystems." When a Fleet Defect is declared, the remaining warranty on that item/component stops. The warranty period does not restart until the Fleet Defect is corrected.

For the purpose of Fleet Defects, each order placed through the joint procurement shall be treated as a separate bus fleet.

The Contractor shall correct a Fleet Defect under the warranty provisions defined in "Repair Procedures." After correcting the Defect, the Agency and the Contractor shall mutually agree to and the Contractor shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same Defect in all other buses and spare parts purchased under this Contract. Where the specific Defect can be solely attributed to particular identifiable part(s), the work program shall include redesign and/or replacement of only the defectively designed and/or manufactured part(s). In all other cases, the work program shall include inspection and/or correction of all of the buses in the fleet via a mutually agreed-to arrangement. The Contractor shall update, as necessary, technical support information (parts, service and operator's manuals) due to changes resulting from warranty repairs. The Agency may immediately declare a Defect in design resulting in a safety hazard to be a Fleet Defect. The Contractor shall be responsible to furnish, install and replace all defective units.

WR 1.4.2 Exceptions to Fleet Defect Provisions

The Fleet Defect warranty provisions shall not apply to Agency-supplied items, such as radios, fare collection equipment, communication systems and tires. In addition, Fleet Defects shall not apply to interior and exterior finishes, hoses, fittings and fabric. Fleet defect rule does not apply to normal wear-and-tear items or the following major components: engine, transmission, and HVAC. However, if the fleet defect percentage is reached in a major component, it is expected that the manufacturer will fully support and assist the purchasing agencies with obtaining the appropriate remedy from the major component supplier. The fleet defect provision remains in force for all other components and structural elements proposed

WR 2. Repair Procedures

WR 2.1 Repair Performance

The Contractor is responsible for all warranty-covered repair Work. To the extent practicable, the Agency shall allow the Contractor or its designated representative to perform such Work. At its discretion, the Agency may perform such Work if it determines it needs to do so based on transit service or other requirements. Such Work shall be reimbursed by the Contractor.

WR 2.2 Repairs by the Contractor

If the Agency detects a Defect within the warranty periods defined in this section, it shall, within thirty (30) days, notify the Contractor's designated representative. The Contractor or its designated representative shall, if requested, begin Work on warranty-covered repairs within five calendar days after receiving notification of a Defect from the Agency. The Agency shall make the bus available to complete repairs timely with the Contractor's repair schedule.

The Contractor shall provide at its own expense all spare parts, tools and space required to complete repairs. At the Agency's option, the Contractor may be required to remove the bus from the Agency's property while repairs are being affected. If the bus is removed from the Agency's property, repair procedures must be diligently pursued by the Contractor's representative.

WR 2.3 Repairs by the Agency

WR 2.3.1 Parts Used

If the Agency performs the warranty-covered repairs, it shall correct or repair the Defect and any Related Defects utilizing parts supplied by the Contractor specifically for this repair. At its discretion, the Agency may use Contractor-specified parts available from its own stock if deemed in its best interests.

WR 2.3.2 Contractor-Supplied Parts

The Agency may require that the Contractor supply parts for warranty-covered repairs being performed by the Agency. Those parts may be remanufactured but shall have the same form, fit and function, and warranty. The parts shall be shipped prepaid to the Agency from any source selected by the Contractor within fourteen (14) days of receipt of the request for said parts and shall not be subject to an Agency handling charge.

WR 2.3.3 Defective Component Return

The Contractor may request that parts covered by the warranty be returned to the manufacturing plant. The freight costs for this action shall be paid by the Contractor. Materials should be returned in accordance with the procedures outlined in "Warranty Processing Procedures."

WR 2.3.4 Failure Analysis

The Contractor shall, upon specific request of the Agency, provide a failure analysis of Fleet Defect or safety-related parts, or major components, removed from buses under the terms of the warranty that could affect fleet operation. Such reports shall be delivered within 60 days of the receipt of failed parts.

WR 2.3.5 Reimbursement for Labor and Other Related Costs

The Agency shall be reimbursed by the Contractor for labor. The amount shall be determined by the Agency for a qualified mechanic at a straight time wage rate per hour, which shall include fringe benefits and overhead adjusted for the Agency's most recently published rate in effect at the time the Work is performed. These wage and fringe benefit rates shall not exceed the rates in effect in the Agency's service garage at the time the Defect correction is made.

WR 2.3.6 Reimbursement for Parts

The Agency shall be reimbursed by the Contractor for defective parts and for parts that must be replaced to correct the Defect. The reimbursement shall be at the current price at the time of repair and shall include taxes where applicable, plus fifteen (15) percent handling costs. Handling costs shall not be paid if part is supplied by Contractor and shipped to Agency.

WR 2.3.7 Reimbursement Requirements

The Contractor shall respond to the warranty claim with an accept/reject decision including necessary failure analysis no later than sixty (60) days after the Agency submits the claim and defective part(s), when requested. Reimbursement for all accepted claims shall occur no later than sixty (60) days from the date of acceptance of a valid claim. The Agency may dispute rejected claims or claims for which the Contractor did not reimburse the full amount. The parties agree to review disputed warranty claims during the following quarter to reach an equitable decision to permit the disputed claim to be resolved and closed. The parties also agree to review all claims at least once per quarter throughout the entire warranty period to ensure that open claims are being tracked and properly dispositioned.

WR 2.4 Warranty after Replacement/Repairs

If any component, unit or subsystem is repaired, rebuilt or replaced by the Contractor or by the Agency with the concurrence of the Contractor, the component, unit or subsystem shall have the unexpired warranty period of the original. Repairs shall not be warranted if the Contractor-provided or authorized parts are not used for the repair, unless the Contractor has failed to respond within five days, in accordance with "Repairs by the Contractor."

If an item is declared to be a Fleet Defect, the warranty stops with the declaration of the Fleet Defect. Once the Fleet Defect is corrected, the item(s) shall have three (3) months or remaining time and/or miles of the original warranty, whichever is greater. This remaining warranty period shall begin on the repair/replacement date for corrected items on each bus if the repairs are completed by the Contractor or on the date the Contractor provides all parts to the Agency.

WR 2.4.1 Warranty Processing Procedures

The following list represents requirements by the Contractor to the Agency for processing warranty claims. One failure per bus per claim is allowed.

- bus number and VIN
- total vehicle life mileage at time of repair
- date of failure/repair
- acceptance/in-service date
- Contractor part number and description
- description of failure
- all costs associated with each failure/repair (invoices may be required for third-party costs):
    - towing
    - road calls
    - labor
    - materials
    - parts
    - handling
    - troubleshooting time

WR 2.5 Forms

The Contractor shall supply warranty forms to each Ordering Agency. The completed forms shall be accepted by the Contractor if all of the above information is included. Electronic submittal may be used if available between the Contractor and Agency.

WR 2.6 Return of Parts

When returning defective parts to the Contractor, the Agency shall tag each part with the following:

- bus number and VIN
- claim number
- part number

WR 2.7 Timeframe

Each claim must be submitted no more than thirty (30) days from the date of failure and/or repair, whichever is later. All defective parts must be returned to the Contractor, when requested, no more than forty-five (45) days from date of repair.

WR 2.8 Reimbursements

Reimbursements are to be transmitted to the address provided by the Agency.

SECTION 8: QUALITY ASSURANCE

QA 1. Contractor's In-Plant Quality Assurance Requirements

QA 1.1 Quality Assurance Organization

QA 1.1.1 Organization Establishment

The Contractor shall establish and maintain an effective in-plant quality assurance organization. It shall be a specifically defined organization and should be directly responsible to the Contractor's top management.

QA 1.1.2 Control

The quality assurance organization shall exercise quality control over all phases of production, from initiation of design through manufacture and preparation for delivery. The organization shall also control the quality of supplied articles.

QA 1.1.3 Authority and Responsibility

The quality assurance organization shall have the authority and responsibility for reliability, quality control, inspection planning, establishment of the quality control system, and acceptance/rejection of materials and manufactured articles in the production of the transit buses.

QA 1.2 Quality Assurance Organization Functions

QA 1.2.1 Minimum Functions

The quality assurance organization shall include the following minimum functions:

- Work instructions: The quality assurance organization shall verify inspection operation instructions to ascertain that the manufactured product meets all prescribed requirements.
- Records maintenance: The quality assurance organization shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by the resident inspectors. Inspection and test records for this procurement shall be available for a minimum of one year after inspections and tests are completed.
- Corrective action: The quality assurance organization shall detect and promptly ensure correction of any conditions that may result in the production of defective transit buses. These conditions may occur in designs, purchases, manufacture, tests or operations that culminate in defective supplies, services, facilities, technical data or standards.

QA 1.2.2 Basic Standards and Facilities

The following standards and facilities shall be basic in the quality assurance process:

- Configuration control: The Contractor shall maintain drawings, assembly procedures, and other documentation that completely describe a qualified bus that meets all of the options and special requirements of this procurement. The quality assurance organization shall

verify that each transit bus is manufactured in accordance with these controlled drawings, procedures, and documentation.

- Measuring and testing facilities: The Contractor shall provide and maintain the necessary gauges and other measuring and testing devices for use by the quality assurance organization to verify that the buses conform to all specification requirements. These devices shall be calibrated at established periods against certified measurement standards that have known, valid relationships to national standards.
- Production tooling as media of inspection: When production jigs, fixtures, tooling masters, templates, patterns, and other devices are used as media of inspection, they shall be proved for accuracy at formally established intervals and adjusted, replaced, or repaired as required to maintain quality.
- Equipment use by resident inspectors: The Contractor's gauges and other measuring and testing devices shall be made available for use by the resident inspectors to verify that the buses conform to all specification requirements. If necessary, the Contractor's personnel shall be made available to operate the devices and to verify their condition and accuracy.

QA 1.2.3 Maintenance of Control

The Contractor shall maintain quality control of purchases:

- Supplier control: The Contractor shall require that each Supplier maintains a quality control program for the services and supplies that it provides. The Contractor's quality assurance organization shall inspect and test materials provided by Suppliers for conformance to specification requirements. Materials that have been inspected, tested, and approved shall be identified as acceptable to the point of use in the manufacturing or assembly processes. Controls shall be established to prevent inadvertent use of nonconforming materials.
- Purchasing data: The Contractor shall verify that all applicable specification requirements are properly included or referenced in purchase orders of articles to be used on transit buses.

QA 1.2.4 Manufacturing Control

- Controlled conditions: The Contractor shall ensure that all basic production operations, as well as all other processing and fabricating, are performed under controlled conditions. Establishment of these controlled conditions shall be based on the documented Work instructions, adequate production equipment and special working environments if necessary.
- Completed items: A system for final inspection and test of completed transit buses shall be provided by the quality assurance organization. It shall measure the overall quality of each completed bus.
- Nonconforming materials: The quality assurance organization shall monitor the Contractor's system for controlling nonconforming materials. The system shall include procedures for identification, segregation and disposition.

- Statistical techniques: Statistical analysis, tests and other quality control procedures may be used when appropriate in the quality assurance processes.
- Inspection status: A system shall be maintained by the quality assurance organization for identifying the inspection status of components and completed transit buses. Identification may include cards, tags or other normal quality control devices.

QA 1.2.5 Inspection System

The quality assurance organization shall establish, maintain and periodically audit a fully documented inspection system. The system shall prescribe inspection and test of materials, Work in process and completed articles. As a minimum, it shall include the following controls:

- Inspection personnel: Sufficient trained inspectors shall be used to ensure that all materials, components and assemblies are inspected for conformance with the qualified bus design.
- Inspection records: Acceptance, rework or rejection identification shall be attached to inspected articles. Articles that have been accepted as a result of approved materials review actions shall be identified. Articles that have been reworked to specified drawing configurations shall not require special identification. Articles rejected as unsuitable or scrap shall be plainly marked and controlled to prevent installation on the bus. Articles that become obsolete as a result of engineering changes or other actions shall be controlled to prevent unauthorized assembly or installation. Unusable articles shall be isolated and then scrapped. Discrepancies noted by the Contractor or resident inspectors during assembly shall be entered by the inspection personnel on a record that accompanies the major component, subassembly, assembly, or bus from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing processes, procedures or other conditions that cause articles to be in nonconformity with the requirements of the Contract specifications. The inspection personnel shall verify the corrective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the nonconforming materials, then the Agency shall approve the modification, repair or method of correction to the extent that the Contract specifications are affected.
- Quality assurance audits: The quality assurance organization shall establish and maintain a quality control audit program. Records of this program shall be subject to review by the Agency.

QA 2. Inspection

QA 2.1 Inspection Stations

Inspection stations shall be at the best locations to provide for the Work content and characteristics to be inspected. Stations shall provide the facilities and equipment to inspect structural, electrical, hydraulic and other components and assemblies for compliance with the design requirements.

Stations shall also be at the best locations to inspect or test characteristics before they are concealed by subsequent fabrication or assembly operations. These locations shall minimally include underbody structure completion, body framing completion, body prior to paint preparation, water test, engine installation completion, underbody dress-up and completion, bus prior to final paint touchup, bus prior to road test and bus final road test completion.

QA 2.2 Optional Resident Inspectors

For orders greater than ten (10) buses, the Ordering Agency shall determine if a Resident Inspector is required under 49 CFR Part 663.37, In the event that the agency decides to have a Resident Inspector either full time or part-time, the following sections apply.

QA 2.2.1 Resident Inspector's Role

The Agency may be represented at the Contractor's plant by resident inspectors, as may be required by FTA. Resident inspectors may be Agency employees or outside contractors. The Agency shall provide the identity of each inspector and shall also identify their level of authority in writing. They shall monitor, in the Contractor's plant, the manufacture of transit buses built under the procurement. The presence of these resident inspectors in the plant shall not relieve the Contractor of its responsibility to meet all of the requirements of this procurement. The Agency shall designate a primary resident inspector, whose duties and responsibilities are delineated in "Pre-Production Meetings," "Authority" and "Pre-Delivery Tests," below. Contractor and resident inspector relations shall be governed by the guidelines included as Attachment A to this "Section 8: Quality Assurance."

QA 2.2.2 Pre-Production Meetings

If there are Pre-Production Meetings scheduled, the primary resident inspector may participate in design review and pre-production meetings with the Agency. At these meetings, the configuration of the buses and the manufacturing processes shall be finalized, and all Contract documentation provided to the inspector.

No less than thirty (30) days prior to the beginning of bus manufacture, the primary resident inspector may meet with the Contractor's quality assurance manager and may conduct a pre-production audit meeting. They shall review the inspection procedures and finalize inspection checklists. The resident inspectors may begin monitoring bus construction activities two weeks prior to the start of bus fabrication.

QA 2.2.3 Authority

Records and data maintained by the quality assurance organization shall be available for review by the resident inspectors. Inspection and test records for this procurement shall be available for a minimum of one year after inspections and tests are completed.

The Contractor's gauges and other measuring and testing devices shall be made available for use by the resident inspectors to verify that the buses conform to all specification requirements. If

necessary, the Contractor's personnel shall be made available to operate the devices and to verify their condition and accuracy.

Discrepancies noted by the resident inspector during assembly shall be entered by the Contractor's inspection personnel on a record that accompanies the major component, subassembly, assembly or bus from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing processes, procedures or other conditions that cause articles to be in nonconformity with the requirements of the Contract specifications. The inspection personnel shall verify the corrective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the nonconforming materials, the Agency shall approve the modification, repair or method of correction to the extent that the Contract specifications are affected.

If applicable, the primary resident inspector shall remain in the Contractor's plant for the duration of bus assembly Work under this Contract. Only the primary resident inspector or designee shall be authorized to release the buses for delivery. The resident inspectors shall be authorized to approve the pre-delivery acceptance tests. Upon request to the quality assurance supervisors, the resident inspectors shall have access to the Contractor's quality assurance files related to this procurement. These files shall include drawings, assembly procedures, material standards, parts lists, inspection processing and reports, and records of Defects.

QA 2.2.4 Support Provisions

The Contractor shall provide office space for the resident inspectors in close proximity to the final assembly area. This office space shall be equipped with desks, outside and interplant telephones, Internet access, file cabinet and chairs.

QA 2.2.5 Compliance with Safety Requirements

At the time of the Pre-Production meeting, the Contractor shall provide all safety and other operational restrictions that govern the Contractor's facilities. These issues shall be discussed and the parties shall agree which rules/restrictions shall govern the Agency's inspector(s) and any other Agency representatives during the course of the Contract.

QA 3. Acceptance Tests

QA 3.1 Responsibility

Fully documented tests shall be conducted on each production bus following manufacture to determine its acceptance to the Agency. These acceptance tests shall include pre-delivery inspections and testing by the Contractor and inspections and testing by the Agency after the buses have been delivered.

QA 3.2 Pre-Delivery Tests

The Contractor shall conduct acceptance tests at its plant on each bus following completion of manufacture and before delivery to the Agency. These pre-delivery tests shall include visual and

measured inspections, as well as testing the total bus operation. The tests shall be conducted and documented in accordance with written test plans approved by the Agency.

Additional tests may be conducted at the Contractor's discretion to ensure that the completed buses have attained the required quality and have met the requirements in Section 6: Technical Specifications. The Agency may, prior to commencement of production, demand that the Contractor demonstrate compliance with any requirement in that section if there is evidence that prior tests have been invalidated by the Contractor's change of Supplier or change in manufacturing process. Such demonstration shall be by actual test, or by supplying a report of a previously performed test on similar or like components and configuration. Any additional testing shall be recorded on appropriate test forms provided by the Contractor and shall be conducted before acceptance of the bus.

The pre-delivery tests shall be scheduled and conducted with thirty (30) days notice so that they may be witnessed by the resident inspectors, who may accept or reject the results of the tests. The results of pre-delivery tests, and any other tests, shall be filed with the assembly inspection records for each bus. The underfloor equipment shall be available for inspection by the resident inspectors, using a pit or bus hoist provided by the Contractor. A hoist, scaffold or elevated platform shall be provided by the Contractor to easily and safely inspect bus roofs. If there is an on-site inspector, delivery of each bus shall require written authorization of the primary resident inspector. Authorization forms for the release of each bus for delivery shall be provided by the Contractor. An executed copy of the authorization shall accompany the delivery of each bus.

QA 3.2.1 Visual and Measured Inspections

Visual and measured inspections shall be conducted with the bus in a static condition. The purpose of the inspection testing includes verification of overall dimension and weight requirements, that required components are included and are ready for operation, and that components and subsystems designed to operate with the bus in a static condition do function as designed.

QA 3.2.2 Total Bus Operation

Total bus operation shall be evaluated during road tests. The purpose of the road tests is to observe and verify the operation of the bus as a system and to verify the functional operation of the subsystems that can be operated only while the bus is in motion.

Each bus shall be driven for a minimum of fifteen (15) miles during the road tests. If requested, computerized diagnostic printouts showing the performance of each bus shall be produced and provided to the Agency. Observed Defects shall be recorded on the test forms. The bus shall be retested when Defects are corrected and adjustments are made. This process shall continue until Defects or required adjustments are no longer detected.

QA 4. Agency-Specific Requirements

QA 4.1 Pre-Delivery Bus Documentation Package (BDP)

The Contractor's quality assurance organization shall be responsible for preparing a documentation package for each Bus. The BDP shall be inserted into a manila envelope which shall be labeled with the Agency name and the bus number on the front of the envelope. This envelope shall be placed into the Bus and shall be presented to the Agency upon delivery.

At a minimum, each BDP shall contain the following items:

- BDP Check-off Sheet listing the following:
- QA Certificate of Completion (signed by Contractor QC representative).
- CNG pressure test certification – if applicable
- Water test Certification.
- Alignment and Steering Stop Adjustment Certification.
- Smoke Opacity Test (Exhaust Emissions), if applicable.
- "Completed Bus" Inspection document.
- Copy of defects noted during any Agency on-site inspection.
- List of "Open Items"- if any
- VIN number (copy of bus data plate)
- Certificate of Origin
- Weight slip (curb weight)
- Certificate of compliance for high voltage/energy storage protective devices, if applicable.
- Copy of FMVSS plate
- Component Serial Number List - List of serialized components installed on each Bus to include, but not limited to:
    - Engine, Electric Motor.
    - Transmission
    - Alternator
    - Starter
    - A/C Compressor
    - Drive Axle
    - Power Steering Unit
    - Air Compressor
    - Electric Powertrain components if applicable.
    - Other serialized components for which the Contractor shall require serial numbers for the processing of warranty claims.

SECTION 9: FORMS AND CERTIFICATIONS

Proposer's Checklist

RFP No. 23-01, Joint Procurement For Heavy Duty Transit Vehicles	
Package 1: Technical Proposal (Note: Package 1, 3 and 4 may be combined into one submittal.)	
□	1. Letter of Transmittal
□	2. Acknowledgement of Addenda
□	3. Contractor Service and Support Data, Written Service Plan describing how buses are to be supported
□	4. Vehicle Questionnaires, Service Questionnaire, Plant Questionnaire, Reference Lists (Above are Excel sheets submitted with requested documents embedded in the form)
□	5. Manufacturing facility plant layout including description of work by station
□	6. Typical Delivery Schedule
	7. Warranty Provisions and Warranty Administration Plan. Written Service Plan.
□	8. Quality Assurance Program
Package 2: Price Proposal (Package 2 must be a separate sealed submittal.)	
□	1. Letter of Transmittal
□	2. Pricing Schedule (including option bus features)
Package 3: Qualifications Package	
□	1. Pre-Award Evaluation Data Form
□	2. Authorized Factory Dealer Confirmation from manufacturer and converter, Dealer's License (If applicable)
□	3. A copy of the three (3) most recent audited financial statements, Statement of current financial condition
□	4. Letter for insurance
□	5. Proposal Form
□	6. Required Certifications
□	7. FTA- Approval letter required for TVMs, Altoona Test Result or Status Information from FTA
Package 4: Proprietary/Confidential Information Package[1]	
□	1. Proprietary/Confidential Information

1. There may be items in the first three packages that are included in Package 4 because they are considered to be proprietary/confidential information. When this occurs, the Proposer must note that fact in Packages 1 through 3. Proposers are not to submit any items considered Confidential electronically.

Request for Pre-Offer Change or Approved Equal

This form must be used for requested clarifications, changes, substitutes or approval of items equal to items specified with a brand name and must be submitted as far in advance of the Due Date, as specified in "Questions, Clarifications and Omissions." Please submit the document electronically to the contract officer with separate files for clarifications on the contract and each bus type. File names should describe the category of request made and identify the proposing firm. See Appendix K for form.

Acknowledgement of Addenda

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered nonresponsive to the Solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal.

The undersigned acknowledges receipt of the following addenda to the documents: Addendum No.: – Dated: Addendum No.: – Dated: Addendum No.: – Dated: Addendum No.: – Dated:
Proposer: Name: Title: Phone: Street address: City, state, ZIP:
_____ _____ Authorized signature Date

Contractor Service and Parts Support Data

Location of nearest Technical Service Representative to Agency

Name:
Address:
Telephone:
Describe technical services readily available from said representative:

Location of nearest Parts Distribution Center to Agency:

Name:
Address:
Telephone:
Describe the extent of parts available at said center:

Policy for delivery of parts and components to be purchased for service and maintenance:

Regular method of shipment:
Cost to Agency:

Price Worksheet REV 2

The Price Worksheet is contained in a separate document that is an Excel Spreadsheet. Each Proposer is to complete the appropriate spreadsheet tabs, print and return an original with a "wet signature" with the required proposal forms. Proposers are to also provide the other copies as required in NR 3, Proposal Date and Submittal Requirements.



RFP 23-01 Price Worksheet REV 2.xlsx

Pre-Award Evaluation Data Form

Instructions: This form is to be completed and included in the Qualification Package. Attach additional pages if required.

Morongo Basin Transit Authority
RFP No. 23-01 for a Joint Procurement for Heavy Duty Transit Vehicles

1. Name of firm: **2. Address:** **3. □ Individual □ Partnership □ Corporation □ Joint Venture** **4. Date organized:** **State in which incorporated:** **5. Names of officers or partners:** a. b. c. d. **6. How long has your firm been in business under its present name?**
7. Have you been terminated or defaulted in the past five years, on any Contract you were awarded? Have you been barred by Federal process or any Western State? □ Yes □ No If yes, then attach as **SCHEDULE ONE** the full particulars regarding each occurrence. **8.** Attach as **SCHEDULE TWO** Proposer's last three (3) financial statements prepared in accordance with generally accepted accounting principles of the jurisdiction in which the Proposer is located, and audited by an independent certified public accountant [This may require execution of an acceptable non-disclosure agreement between the Agency and the Proposer.] **And Statement of Current Financial Condition**. **9.** Attach as **SCHEDULE THREE** a list of all principal Subcontractors (if applicable) and the percentage and character of Work (Contract amount) that each shall perform on this Contract. Note: A subcontractor is one that physically works on manufacturing the bus. **10.** If the Contractor or Subcontractor is a joint venture, submit **PRE-AWARD EVALUATION DATA** forms for each member of the joint venture.
The above information is confidential and shall not be divulged to any unauthorized personnel.
The undersigned certifies to the accuracy of all information: **Name and title:** **Company:**

_____	
_____	
Authorized signature	Date

Federal Certifications and Other Certifications

CER 1.1 Buy America Certification

This form is to be submitted with an offer exceeding $150,000. **NOTE: If Proposer is a bus dealer, submit forms executed by both the Dealer and Manufacturer represented. (Separate Form Each if Proposer is Dealer)**

Certificate of Compliance

The Proposer hereby certifies that it shall comply with the requirements of 49 USC Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11:

Name and title:

Company:

_____ _____

Authorized signature Date

Certificate of Non-Compliance

The Proposer hereby certifies that it cannot comply with the requirements of 49 USC Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 USC Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR 661.7.

Name and title:

Company:

_____ _____

Authorized signature Date

CER 1.2 Debarment and Suspension Certification for Prospective Contractor

Primary covered transactions must be completed by proposer for contract value over $25,000.

Choose one alternative:

☐ – The Proposer, [insert name], certifies to 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 or 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 governmental 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 Proposal had one or more public transactions (federal, state or local) terminated for cause or default.

OR

☐ – The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot.)

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of Title 31 USC § Sections 3801 are applicable thereto.

– **Executed in** [insert city and state].

Name:

_____

Authorized signature Date

CER 1.3 Debarment and Suspension Certification (Lower-Tier Covered Transaction)

This form is to be submitted by each Subcontractor receiving an amount exceeding $25,000.

The prospective lower-tier participant (Proposer) certifies, by submission of this Proposal, that neither it nor its "principals" as defined at 49 CFR § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

If the prospective Proposer is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so by placing an "X" in the following space: _____

THE PROPOSER, _____,
CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 *ET SEQ.* APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

Name and title of the proposer's authorized official:

_____ _____

Authorized signature Date

CER 1.4 Non-Collusion Affidavit

This affidavit is to be filled out and executed by the Proposer; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should appear on the line marked "Name of Affiant." The affiant's capacity, when a partner or officer of a corporation, should be inserted on the line marked "Capacity." The representative of the Proposer should sign his or her individual name at the end, not a partnership or corporation name, and swear to this affidavit before a notary public, who must attach his or her seal.

State of _____, County of _____

I, _____, being first duly sworn, do hereby state that
(Name of Affiant)

I am _____ of _____
(Capacity) (Name of Firm, Partnership or Corporation)

whose business is _____

and who resides at _____

and that _____
(Give names of all persons, firms, or corporations interested in the bid)

is/are the only person(s) with me in the profits of the herein contained Contract; that the Contract is made without any connection or interest in the profits thereof with any persons making any bid or Proposal for said Work; that the said Contract is on my part, in all respects, fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the Authority, is directly or indirectly interested therein.

_____ _____ Signature of Affiant Date	
Sworn to before me this _____ day of _____, 20_____. _____ _____ Notary public My commission expires	Seal

CER 1.5 Lobbying Certification

This form is to be submitted with an offer exceeding $100,000.

The Proposer certifies, to the best its knowledge and belief, that:

1. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a federal department or agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. 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 thereof.

2. If any funds other than federal appropriated funds have been paid or shall be paid to any person for making lobbying contacts to 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 instruction, as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

THE PROPOSER, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Name of the bidder or Proposer's authorized official: _____

Title:

_____

Signature Date

Per paragraph 2 of the included form Lobbying Certification, add Standard Form–LLL, "Disclosure Form to Report Lobbying," if applicable.

CER 1.6 Certificate of Compliance with Bus Testing Requirement

The undersigned certifies that the vehicle offered in this procurement complies and shall, when delivered, comply with 49 USC § 5324(c) and FTA's implementing regulation at 49 CFR Part 665 according to the indicated one of the following three alternatives.

Mark one and only one of the three blank spaces with an "X."

1. _____The buses offered herewith have been tested in accordance with 49 CFR Part 665 on _____ (date). If multiple buses are being proposed, provide additional bus testing information below or on attached sheet. The vehicles being sold should have the identical configuration and major components as the vehicle in the test report, which must be submitted with this Proposal. If the configuration or components are not identical, then the manufacturer shall provide with its Proposal a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing. If multiple buses are being proposed, testing data on additional buses shall be listed on the bottom of this page.

2. _____The manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), and submits with this Proposal the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

3. _____*The vehicle is a new model proposed as per SP 20 which shall be tested and the results shall be submitted to the Agency prior to acceptance of the first bus.*

The undersigned understands that misrepresenting the testing status of a vehicle acquired with federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Company name:

Name and title of the proposer's authorized official:

_____ _____

Authorized signature Date

CER 1.7 DBE Approval Certification

I hereby certify that the Proposer has complied with the requirements of 49 CFR 26, Participation by Disadvantaged Business Enterprises in DOT Programs, and it has submitted a goal to Federal Transit Administration and it has not been disapproved.

Name and title of the proposer's authorized official:

_____ _____

Authorized signature Date

In addition, TVMs are to submit a copy of their FTA approval letter along with the above TVM certification.

CER 1.8 Federal Motor Vehicle Safety Standards

The Proposer and (if selected) Contractor shall submit (1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or (2) manufacturer's certified statement that the contracted buses shall not be subject to FMVSS regulations.

Company name:

Name of signer:

Title:

_____ _____

Authorized signature Date

CER 1.9

The undersigned hereby certifies that the offeror, _____

(company name)

VENDOR hereby acknowledges that the *John S. McCain National Defense Authorization Act for Fiscal Year 2019*, Pub. L. 115232, § 889 (Aug. 13, 2018) (the Act) prohibits the Agency from procuring certain "covered telecommunications equipment or services," as defined in the Act, in federally assisted procurements and that the instant procurement is a federally assisted procurement subject to that prohibition.

VENDOR represents and warrants that it has performed a due diligence review of its supply chain and that no such "covered telecommunications equipment or services" shall be provided to the Agency that would cause the Agency to be in violation of the prohibition contained in the Act.

(A) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
(B) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

Additionally, the Contractor acknowledges that if it cannot so certify, the Agency must refer the matter to FTA and not to enter into any agreement with the Contractor without FTA's written approval.

Moreover, the Contractor acknowledges that it may not enter into any sub agreement related to this Contract without first obtaining a like certification from its subcontractor or supplier and will require its subcontractors and suppliers at every level to obtain like certifications in lower level transactions

_____

(signature, typed or printed name, and date)

CER 2.0 Proposal Form

> **NOTE:** The following is an example of a proposal form to be modified as appropriate by the Agency and included in the RFP.

Proposer shall complete the following form and include it in the price Proposal.

PROPOSAL
By execution below by a duly authorized representative(s) of the Proposer, the Proposer hereby offers to furnish equipment and services as specified in its Proposal submitted to BASIN TRANSIT in response to Request for Proposal No. 23-01: Joint Procurement for HEAVY Duty Transit Vehicles in its entirety.

Proposer:

_____

Street address:

_____

City, state, ZIP:

_____

Name and title of Authorized Signer(s):

_____

Name and title of Authorized Signer(s):

_____

Phone:

_____

_____ _____
Authorized signature Date

_____ _____
Authorized signature Date

Notice of Award

By execution below, Basin
Transit accepts Proposal as indicated above.

Contracting officer:

_____

_____ _____

Authorized signature Date

CER 2.1 Federal Tax Liability and Felony criminal violations

The undersigned hereby certifies that the offeror, _____

(company name)

(A) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
(B) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

Additionally, the Contractor acknowledges that if it cannot so certify, the Agency must refer the matter to FTA and not to enter into any agreement with the Contractor without FTA's written approval.

Moreover, the Contractor acknowledges that it may not enter into any sub agreement related to this Contract without first obtaining a like certification from its subcontractor or supplier and will require its subcontractors and suppliers at every level to obtain like certifications in lower level transactions

_____

(signature, typed or printed name, and date)

Vehicle Questionnaire

The Vehicle Questionnaire is attached as an Excel Spreadsheet in Appendix J. Each Proposer is to complete the appropriate spreadsheet tabs, print and return an original with a "wet signature" with the required proposal forms. Proposers shall also provide the required Warranty Provisions. Proposers are to also provide the other copies as required in NR 3, Proposal Date and Submittal Requirements. This form must be completed and included in the Technical Proposal. To be submitted in hardcopy and electronically (in native Excel form).

SECTION 10: CONTRACT

1. Contract Documents and Order of Precedence

The Contract consists of the documents listed below. In case of any conflict among these documents, the order of precedence shall be:

1. Form of Contract
2. "Section 4: Special Conditions"
3. "Section 3: General Conditions," and "Section 5: Federal Requirements"
4. "Section 6: Technical Specifications," "Section 7: Warranty Requirements," and "Section 8: Quality Assurance"
5. Contractor's Best and Final Offer (including Contractor Proposal)
6. Addenda
7. RFP No. 23-01

A modification or change to any Contract document shall take its precedence from the term it amends. All other documents and terms and conditions shall remain unchanged.

2. Compensation

The Price Worksheet is Attachment 1 to this Contract. Each ordering Agency shall pay the Contractor the amount shown on the Ordering Confirmation Form as full compensation for all costs and expenses of completing the Work in accordance with the Contract, including but not limited to all labor and material required, overhead, storage and shipping, risks and obligations, taxes (as applicable), fees and profit, and any unforeseen costs.

3. Contract Term and Period of Performance

The effective date of this Contract shall be the effective date set forth in the Notice to Proceed (NTP). The Contractor shall provide vehicles under the Schedule for a period of two (2) years after the effective date of the Contract, upon receipt of the NTP.

4. Contract Type

This is an Indefinite Delivery/Indefinite Quantity (ID/IQ) contract. The minimum and maximum quantities established for the contract period are in Section IP 1:

These figures represent the foreseeable needs of the listed Agencies shown on Appendix "C". . Neither BASIN TRANSIT, CalACT nor any other participant guarantee any purchase beyond the minimum quantity for the base contract period. Orders shall be placed on an as-needed basis.

5. Notices

Any Notice legally required to be given by one party to another under the Contract shall be in writing, dated and signed by the party giving such Notice or by a duly authorized representative of such party.

Notices shall not be effective unless transmitted by any method that provides confirmation of transmission and delivery, such as fax, certified mail or registered mail and addressed to:

To Agency:
Mr. Joe Meer, Director of Procurement
Basin Transit
62405 Verbena Road
Joshua Tree, CA 92252

[Insert Contractor name, address and point of contact]

6. Entire Agreement

This Contract constitutes the complete and entire agreement between the Agency and Contractor and supersedes any prior representations, understandings, communications, commitments, agreements or Proposals, oral or written, that are not incorporated as a part of the Contract.

Contractor name	Agency name
Signature of authorized official	Signature of authorized official
(Print or type name and title)	(Print or type name and title)
Date	Date
Tax ID number	Approved as to form by:
	Insert name and title

Attachment 1 - Pricing Worksheet (Signed)

[INSERT PRICING SCHEDULE]

SECTION 11: APPENDIXES

Vehicle Specifications (Embedded)


Att A-3 (H-OTR-) RFP #23-02.doc


Att A-4 (H-BEB FC 35-40') RFP #23-01 Ac


Att A-2 (H-LF 35-40') RFP #23-02 Add 1.do


Att A-1 (H-LF 30-35') RFP #23-01 Add 1.do


Att A-5 OTR BEB 45'.docx

Appendix B: **Visual Inspection and Road Test Forms**

Guide for Inspection:

The Following Items Should Be Inspected

on Every Coach of Each Order

Coach Manufacturer_____

Coach Number_____

Test Location_____

ITEM	REQUIREMENT	INSPECTION INSTRUCTION	RESULT	INSPECTOR / DATE	REMARKS/NOTES
Curb Weight	Maximum curb weight of lb.	Measure on certified scale	Weight		
FMVSS Stickers	Affixed to vehicle	Locate sticker	Pass/Fail		
Finish and Color	Smooth body surfaces and paint	Visually inspect all surfaces for flaws	Pass/Fail		

Interior Panel Fastening	Absence of rough edges or surfaces	Visually inspect for proper installation	Pass/Fail		
Towing Devices	Provision of towing eyes (front/rear)	Verify presence of towing eyes	Pass/Fail		
Door Control	Opening time of sec.	Verify door opening time frame	Pass/Fail		
Interior Lighting	Lighting operable without engine	Switch on all interior lights	Pass/Fail		
Exterior Lighting	All vehicle lights operable	Switch on and verify lamps are on	Pass/Fail		
Fuel Tank	Fill rate and filler location	Inspect filler for easy access and check fill rate	Pass/Fail		
Chassis	Welds, axles, suspension, steering, wheels, and brakes	Inspect for leaks, and interference. Check fluid levels, welds, undercoating, air lines, brake slack, and lug nuts	Pass/Fail		
Electrical	Wiring and junction boxes	Inspect for loose or stretched wires	Pass/Fail		
Batteries	Secured and polarized wiring access for jump start	Inspect compartment and jumper cable access	Pass/Fail		
HVAC	Capacity and performance	Operate AC, check compressor, condenser, flow, and temperature	Pass/Fail		
Wheelchair Access	Clear lift or ramp access, and securement area	Operate lift or ramp, inspect operation, measure areas	Pass/Fail		

Power Plant	Mounting and arrangement	Check for loose lines, leaks, and noises. Check fluid levels, belt alignment, and cap fit	Pass/Fail		

SAMPLE ROAD TEST SHEET

Guide for Inspection:

The Following Items Should Be Inspected

on Every Coach of Each Order

Coach Manufacturer_____

Coach Number_____

Test Location_____

ITEM	REQUIREMENT	INSPECTION INSTRUCTION	RESULT	INSPECTOR /DATE	REMARKS/ NOTES
Engine	N/A	Record low idle, fast idle, and high idle speeds	Low Fast High		

Service Brakes	Stopping distance	Verify function and indicator, check for pulling to either side	Pass/Fail		
Parking Brake	N/A	Verify indicator, and no movement	Pass/Fail		
Turning Effort	Steering wheel torque	Check effort with coach stopped	Pass/Fail		
Turning Radius	Not to exceed at corner of body	Verify turning radius in both directions	Pass/Fail		
Acceleration	rate from 0 to mph	Verify acceleration on smooth road	Pass/Fail		
Resonance	Absence of audible and/or visible vibrations	Operate coach at various speeds, check for vibrations and rattles	Pass/Fail		
Windshield Wipers	Evenly deposited wash fluid	Operate coach at safe speed over 40 mph, check coverage, parking position, and wiper frequency	Pass/Fail		
Power Plant	N/A	Check for leaks under coach and in engine compartment, check for abnormal noises	Pass/Fail		
HVAC	Interior temperature	Operate system, check internal and ambient temp.	Int. Amb.		
Door Control	Accelerator and brake interlocks	At speeds less than 10 mph, verify accelerator and brake	Pass/Fail		

		interlocks with door open			
General	N/A	During testing, observe any abnormalities in ride and handling of coach	Pass/Fail		

Signature of Inspector **Date**

Appendix C **Participants List (Agency Master List PDF)**



23-01 Participants List 02012024.pdf

RESERVED

RESERVED

Appendix E, Buy America Procedures (Attached)



RFP 20-01, App E,
Buy America Procedur

Appendix F, **References**

SAE #	Title	Date Published
J10	– Methods of Test for Paints - Part J10: Determination of Deposition Efficiency of Coating Powders	– Sep 15, 1998
– J211	– Instrumentation for Impact Test—Part 2: Photographic Instrumentation	– May 1, 2001
– J287	– Driver Hand Control Reach	– Feb 1, 2007
– J366	– Exterior Sound Level for Heavy Trucks and Buses	– Feb 1, 1987
– J382	– Windshield Defrosting Systems Performance Requirements - Trucks, Buses, and Multipurpose Vehicles.	– Jan 1, 1994
– J534	– Lubrication Fittings	– May 1, 2008
– J537	– Storage Batteries	– Sep 1, 2000
– J541	– Voltage Drop for Starting Motor Circuits	– Oct 1, 1996
– J587	– License Plate Illumination Devices (Rear Registration Plate Illumination Devices)	– Sep 1, 2003
– J593	– Backup Lamps (Reversing Lamps)	– Sep 1, 2005
– J673	– Automotive Safety Glasses	– Oct 1, 2005
– J680	– Location and Operation of Instruments and Controls in Motor Truck Cabs, Recommended Practice	– Sep 1, 1988
– J686	– Motor Vehicle License Plates	– Oct 1, 1999
– J689	– Curbstone Clearance, Approach, Departure, and Ramp Breakover Angles—Passenger Car and Light Truck	– Aug 1, 2009
– J833	– Human Physical Dimensions	– May 1, 2003
– J844	– Nonmetallic Air Brake System Tubing	– Nov 1, 2004
– J941	– Motor Vehicle Drivers' Eye Locations	– Mar 1, 2010
– J994	– Alarm—Backup—Electric Laboratory Performance Testing	– Mar 1, 2009

– J1050	– Describing and Measuring the Driver's Field of View	– Jan 1, 2003
– J1113	– Electromagnetic Compatibility Component Test Procedure Part 42, Conducted Transient Emissions	– Oct 1, 2006
– J1127	– Low Voltage Battery Cable	– Mar 1, 2010
– J1128	– Low Voltage Primary Cable	– Dec 1, 2005
– J1149	– Metallic Air Brake System Tubing and Pipe	– Aug 1, 2007
– J1292	– Automobile and Motor Coach Wiring	– Jan 1, 2008
– J1455	– Recommended Environmental Practices for Electronic Equipment Design in Heavy-Duty Vehicle Applications	– Jun 1, 2006
– J1587	– Joint SAE/TMC Electronic Data Interchange between Microcomputer Systems in Heavy-Duty Vehicle Applications, Recommended Practice	– Jan 1, 1996
– J1708	– Serial Data Communications Between Microcomputer Systems in Heavy-Duty Vehicle Applications	– Oct 1, 2008
– J1986	– Balance Weight and Rim Flange Design Specifications, Test Procedures, and Performance Recommendations	– Jan 1, 2006
– J1939	– Data Link Layer	– Dec 1, 2006
– J1995	– Engine Power Test Code - Spark Ignition and Compression Ignition - Gross Power Rating, Standard;	– Jun 1, 1990
– J2402	– Road Vehicles—Symbols for Controls, Indicators, and Tell-tales	– Jan 1, 2010
– J2711	– Recommended Practice for Measuring Fuel Economy and Emissions of Hybrid-Electric and Conventional Heavy-Duty Vehicles	– Sept 1, 2002

Appendix G, **Abbreviation and Acronyms**

A/C	air conditioning
ABS	anti-lock braking system
AC	alternating current
ACQ	alkaline copper quaternary
ADA	Americans with Disabilities Act
Ah	amp hour
ALR	auto-locking retractor
APA	The Engineered Wood Association, formerly the American Plywood Association
APC	automatic passenger counter
APTA	American Public Transportation Association
ASTM	ASTM International, formerly the American Society for Testing and Materials
ATC	automatic traction control
AVL	automatic vehicle location
AWG	American Wire Gauge
BAFO	Best and Final Offer
BMS	Battery Management System
BRT	bus rapid transit
CARB	California Air Resources Board
CCS	climate control system
CCTV	closed-circuit television
cfm	cubic feet per minute
CGA	Compressed Gas Association
CNG	compressed natural gas
dB	decibel
DBE	disadvantaged business enterprise
DC	direct current
DDU	driver display unit
DEF	diesel exhaust fluid
DOT	Department of Transportation
DPF	diesel particulate filter
ECM	Engine Control and Monitoring
ECS	emission control system
ELR	emergency locking retractor
EMI	electromagnetic interference
EPA	Environmental Protection Agency
ESS	energy storage system
FEA	Finite Element Analysis
FEMA	failure mode effects analysis
FMCSA	Federal Motor Carrier Safety Administration
FMCSR	Federal Motor Carrier Safety Regulations

FMVSS	Federal Motor Vehicle Safety Standards
FTA	Federal Transit Administration
GAWR	gross axle weight rated
GPS	global positioning system
GVW	gross vehicle weight
GVWR	gross vehicle weight rated
H-point	hip-point
HDS	hybrid drive system
HMI	human-machine interface
HSC	hybrid system controller
HV	high voltage
HVAC	heating, ventilation and air conditioning
ICE	internal combustion engine
I/O	input/output
IEEE	Institute of Electrical and Electronics Engineers
ISO	International Standards Organization
LEL	LED emergency light
LV	low voltage
mA	milliampere
MDT	mobile data terminal
MPa	mega-Pascal
NC	normally closed
NFPA	National Fire Protection Association
NGV	natural gas vehicle
NOx	nitrogen oxide
NO	normally open
NTP	notice to proceed
OEM	original equipment manufacturer
OSI	Open Systems Interconnect
PA	public address
PMO	project management oversight
PPU	primary propulsion unit
PPU	prime power init
PPV	price per vehicle
PRD	pressure relief device
psi	pounds per square inch
RF	radio frequency
RFI	radio frequency interference
RTC	real-time clock
SAE	SAE International, formerly the Society of Automotive Engineers
scf	standard cubic feet
SLW	seated load weight

SOC	state of change
UL	Underwriters Laboratories
UNECE	United Nations Economic Commission for Europe
VDC	volts of direct current
Wh	watt-hours
VIN	vehicle information number
ZEB	Zero Emission Bus

Appendix H, References List Worksheet (Attached)

Appendix I, Plant and Service Center/s Worksheets (Attached)

Appendix J, Vehicle Questionnaire Sheet (Attached)

Appendix K, RFA Form (Attached)

Appendix H, References List Form (Submit all applicable to proposal, provide in Excel Format and Hardcopy)



RFP 23-01
REFERENCES FORM.xl

Appendix I, Mfrs. Plant and Service Ctr Audit Checklist (Embed requested Docs in Excel Sheet, submit electronic copy in Excel format and a hardcopy) For ZEB Buses, fii out both ZEB Bus and MFRS Preaward audit sheets, mark NA when necessary.


RFP 23-01 MFRS Pre-Award Audit Shee


RFP 23-01 ZEB BUS MFR FORM.xlsb


RFP 23-01 SERVICE CENTER FORM.xlsb

Appendix J, Vehicle Questionnaire (Submit in Electronic Excel Format and Hardcopy, Embed Docs in Form as needed)


RFP 23-01 VEHICLE QUESTIONNAIRE.xlsx

Appendix K, RFA (Use only this form for to request AE's)


RFP 23-01 RFA FORM.xls

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FEDERAL CLAUSES

ACCESS TO RECORDS AND REPORTS

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information, please see the FTA's Buy America webpage at: https://www.transit.dot.gov/buyamerica

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:
a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United

States-flag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381.

b. to furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in 46 CFR § 381.7(a)(1) shall be furnished to both the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

CHARTER SERVICE (N/A)

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Action of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, "49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1 **Federal Equal Employment Opportunity (EEO) Requirements**. These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 **Nondiscrimination on the Basis of Age**. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity

Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 **Federal Protections for Individuals with Disabilities**. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination**. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Race, Color, Religion, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. **Age**. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4. **Disabilities**. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. **Promoting Free Speech and Religious Liberty**. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of $150,000:

<u>Clean Air Act</u>

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract

exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

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

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA."

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor 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 paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 paragraph (1) of this section, 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 paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT

For all prime construction, alteration or repair contracts in excess of $2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing

wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

(1) Complies with federal debarment and suspension requirements; and

(2) Reviews the SAM at https://www.sam.gov, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.
The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor 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 the Agency deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C.§ 6201).

EQUAL EMPLOYMENT OPPORTUNITY

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has

inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

FLY AMERICA

a) Definitions. As used in this clause—

   1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
   2) "United States" means the 50 States, the District of Columbia, and outlying areas.
   3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencys, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

   Statement of Unavailability of U.S.-Flag Air Carriers
   International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR §

1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a

false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PATENT RIGHTS AND RIGHTS IN DATA

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal

Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and

b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor 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 Contractor 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 or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor 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 Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes 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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1) Procure or obtain covered telecommunications equipment or services;
2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and§ 200.471.

PROMPT PAYMENT

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

(1) Award of a Federal contract, grant, or cooperative agreement exceeding $100,000; or

(2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

(1) A Federal contract, grant, or cooperative agreement exceeding $100,000; or

(2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

(1) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

(1) A subcontract exceeding $100,000 at any tier under a Federal contract;

(2) A subgrant, contract, or subcontract exceeding $100,000 at any tier under a Federal grant;

(3) A contract or subcontract exceeding $100,000 at any tier under a Federal loan exceeding $150,000; or,

(4) A contract or subcontract exceeding $100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use
The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving
The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of $150,000. 49 U.S.C. § 5323(j)(13).

SOLID WASTES (RECOVERED MATERIALS)

(a) A Recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

SPECIAL DOL EEO CLAUSE FOR CONSTRUCTION PROJECTS

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:
(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments

under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information

as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

SUBSTANCE ABUSE REQUIREMENTS

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

TERMINATION

Termination for Convenience (General Provision)
The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)
If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the

contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms,

covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.
If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor

was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.
3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency’s convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency ‘s Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Cost-Type Contracts)
The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VETERANS HIRING PREFERENCE

Veterans Employment - Construction contracts of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

VIOLATION AND BREACH OF CONTRACT

Disputes:
Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance during Dispute:
Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:
Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies:
Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies:
Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

OTHER RECOMMENDED CONTRACT REQUIREMENTS

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

(a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;

(b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or

(c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.



Montebello BUS LINES

Montebello Bus Lines

Option Proposal for 9 – 40-foot CNG Buses

Off of Basin Transit / CalACT Contract #23-01

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Tab 1, Letter of Transmittal

Solicitation Requirements:

N/A

New Flyer Response:

Please see attached our **Tab 1a, Letter of Transmittal** to Montebello Bus Lines.

Please indicate your acceptance by providing a Purchase Order to New Flyer, attention:

Adrian Graca, Business Segment Director – Municipal Transit Fleets
204.470.5521
Adrian_Graca@newflyer.com

March 17, 2026

Mark Jimenez
Administration Manager - Transit
Montebello Bus Lines, City of Montebello
400 S Taylor Ave.,
Montebello, CA 90640

Subject: Quotation for Nine (9) 40-foot Heavy-Duty CNG Transit buses

Dear Mark,

New Flyer is pleased to submit an option price quotation for the production of Nine (9) 40-foot Heavy-Duty CNG Transit buses based on New Flyer's agreement with Basin Transit (CalACT) Contract no. 23-01.

The proposed buses will be technically configured as per SR 2765 (XN40) for propulsion related components and SR 2979 (XHE40) for non-propulsion related components.

The XN40 price is **$984,388 per bus** which *includes* Warranty, Publications, Delivery, and Tariffs.

Tariffs
New Flyer's proposed price currently **includes known Tariff costs up to the point of this submission, as well as a 1.5% tariff contingency.** Tariffs included are shown as their own line item on the price sheet for full transparency. Should Tariffs change between the submission date and line entry of the vehicle, then New Flyer will provide either a credit or cost surcharge (pass through with no markup) to Montebello based on the upward or downward movement of the Tariff. This adjustment will be fully supported by auditable back-up and a reference to the respective Executive Order/Law. This approach will be taken for both direct Tariffs, where New Flyer is the importer of record and for indirect Tariffs, where our suppliers are the importer of record.

New Flyer is committed to working collaboratively with Montebello to ensure a transparent and auditable process for assessing and addressing tariff-related costs. Please refer to the Tariff Section within our proposal for more information on tariff impacts associated with this order.

Basin Transit Contract 23-01, Amendment 1, Section 3, describes the approved price calculation method, incorporation of additional tariff costs and support of FTA grantee cost analysis.

Payment Terms and Milestones
This contract will include separate invoicing for tariffs and the proposed bus (as defined in the CalACT agreement). Each will be invoiced separately to ensure clarity and transparency, resulting in separate payment terms.

- Tariff payment terms are Net 30 days from the time of the Tariff Price Change, including auditable backup, and Invoice are presented to Montebello.
- Basin Transit/CalACT contract payment terms are 75% at approval for shipment and 25% at acceptance, with acceptance within fifteen (15) days of delivery.

We would like to highlight key elements of our proposal:

Warranty: New Flyer exceeds the industry standard warranties in many areas such as our 5 year / 300,000 miles axle warranty (standard warranty is 2 years) and our 3 years / 150,000 miles multiplex warranty (standard competitor warranty is 1 year / 50,000 miles). Please refer to our Warranty Section within our proposal for more information. Please note that warranty is ***included*** in the bus price.

Training: New Flyer Training is an organization within the New Flyer Customer Services group, a division of New Flyer Industries. As a part of the leading manufacturer of heavy-duty transit buses in the United States and Canada, we have access to top design, engineering, propulsion technology, and electrical systems professionals. This allows us to offer the service and expertise to maximize the lifetime value of your fleet. Please refer to our Training Section within our proposal for more information. Please note that optional training is ***not included*** in the bus price.

Publications: The New Flyer Publications team combines extensive, hands-on technical experience with exceptional writing, illustrating, and publishing skills to create the industry's benchmark in maintenance manuals. They supply accurate information in a timely manner, assisting the customer in the performance of proper bus maintenance, which adds to the overall reliability and lifetime value of each New Flyer bus on the road. Please refer to our Publications Section within our proposal for more information. Please note that publications are ***included*** in the bus price.

Tooling and Diagnostics: Please refer to our Tools and Diagnostics Section within our proposal for more information. Please note that tooling and diagnostics are ***not included*** in the bus price.

Delivery Proposal: New Flyer is proposing a complete delivery by Q1 of 2028 based on a receipt of a Notice to Proceed within 60 days of this submission. Please note that delivery is ***included*** in the bus price.

This project allows New Flyer the important opportunity to continue our strong relationship with Montebello Bus Lines. It also gives us the opportunity again to deliver some of the most advanced vehicles available in North America. We thank you for your continued interest in New Flyer products and look forward to working with you again in the near future.

This quote is open for acceptance for sixty (60) days. Please indicate your acceptance by providing a Purchase Order to New Flyer, attention Adrian Graca, Business Segment Director – Municipal Transit Fleets at Adrian_Graca@newflyer.com.

Sincerely,
NEW FLYER OF AMERICA INC.



Nhi Le, P.Eng.
Technical Sales Manager
431.373.5698
Nhi_Le@newflyer.com

CC: Walter Yang – Regional Sales Manager
Adrian Graca – Business Segment Director – Municipal Transit Fleets
Juan Rodriguez – Business Segment Director – Metropolitan Transit Fleets
Brian Nuessler – Technical Sales Analyst

Tab 2, Bus Price Summary

Solicitation Requirements:

N/A

New Flyer Response:

Please see attached New Flyer's **Tab 2a, Price Summary** for Nine (9) – XN40 buses for Montebello.

Price Change Summary

Property Name:	MONTEBELLO BUS LINES (MONTEBELLO, CA)
Option Number:	2026-020
Contract Origin:	BASIN TRANSIT / CALACT Contract #23-01 (Internal Bid # 23-335)
SR (if applicable):	N/A
Quantity:	9
Bus Type:	XN40
Price Change No.:	2
Template Revision:	Y
Date:	12-Mar-26

	Each	Total
Items Included in Base Bus Price		
Original Contract Base Bus Price	$ 723,015.20	$ 6,507,136.80
Base Bus Price Changes	$ 167,475.91	$ 1,507,283.18
Estimated PPI @ 8.0% for year 2028 delivery	$ 58,998.04	$ 530,982.36
Total Revised Base Bus Price (without Tariffs)	**$ 949,489.15**	**$ 8,545,402.35**
Tariffs	$ 34,899.08	$ 314,091.71
Total Revised Base Bus Price (including Tariffs)	**$ 984,388.23**	**$ 8,859,494.06**
Tariffs include costs up to the point of submission and a 1.5% contingency		
CALACT Procurement Fee 1% (to a maximum of $40,000)	***$ 4,444.44***	***$ 40,000.00***
Sales Tax		
Total Revised Base Bus Price (including Tariffs)	$ 984,388.23	$ 8,859,494.06
Remove Non-Taxable Items		
ADA	$ (29,479.52)	$ (265,315.68)
Delivery	$ (5,702.43)	$ (51,321.87)
Extended Warranty	$ -	$ -
Total Taxable Base Bus Price	**$ 949,206.28**	**$ 8,542,856.51**
Montebello, CA Sales Tax (10.5% x Taxable Base Bus Price)	$ 99,666.66	$ 896,999.93
Total Revised Base Bus Price with Sales Tax	**$ 1,084,054.89**	**$ 9,756,493.99**
Items Priced Separately		
Contract Spares Changes	$ -	$ -
Miscellaneous Price Changes	$ -	$ -
Total Items Priced Separately	$ -	$ -
Total Tariffs not to exceed 15% value	***$ 142,423.37***	***$ 1,281,810.35***

Authorized Signatures:

New Flyer Authorization:

Signature: _____

Title: _____

Date: _____

Property Authorization:

Signature: _____

Title: _____

Date: _____

Tab 3, Bus Price Change Detail

Solicitation Requirements:

N/A

New Flyer Response:

Please see attached New Flyer's **Tab 3a, Price Detail Sheet**.

This sheet includes all price changes that are required to go from the base bus to the proposed configuration, as requested. The Technical configuration of the buses will match SR 2765 (XN40) for propulsion components, and SR 2979 (XHE40) for all other components.

NEW FLYER

Price Change Detail

Property Name: MONTEBELLO BUS LINES (MONTEBELLO, CA)
Option Number: 2026-020
Contract Origin: BASIN TRANSIT / CALACT Contract #23-01 (Internal Bid # 23-335)
SR (if applicable): N/A
Quantity: 9
Bus Type: XN40

Price Change Type	Ref No.	Option No.	Option Group	Description	Price per bus	Extended Total
Base Bus Price Change	3	Delivery	Deliverable	Add CalACT Delivery fee (Zone 2) - Published item	$ 5,702.43	$ 51,321.87
	4	205	Tires	Change to Customer-supplied Tires and Aluminum polished rims - Published item	$ 1,816.53	$ 16,348.77
	5	246	Air, Brake & Lev System	Remove e-Stroke	$ (2,478.53)	$ (22,306.76)
	6	260	Battery Compartment	Change from two to four Odyssey group 31 AGM batteries - Published item	$ 1,436.16	$ 12,925.42
	7	277	Interior Lighting	Add Mechbox & Side Console lights	$ 1,055.98	$ 9,503.86
	8	280	Passenger Signal	Change from pull cord passenger signals to touch tape	$ 435.37	$ 3,918.35
	9	304	Paint & Decal	Add full bus wrap	$ 17,668.41	$ 159,015.72
	10	350	Drivers Control	Add adjustable Driver controls & ZF steering column	$ 4,355.94	$ 39,203.46
	11	422	Body A/P After Paint	Remove Docket90	$ (3,581.24)	$ (32,231.14)
	12	450	Flooring A/P	Change from Chroma Zeal to Altro Phantom flooring	$ (329.07)	$ (2,961.59)
	13	460	Windows	Change from fixed to flush passenger windows	$ 19,698.75	$ 177,288.73
	14	470	Destination Signs	Change from Luminator to Aesys Destination signs	$ 4,988.53	$ 44,896.73
	15	470	Destination Signs	Add Fuel Master AVM system	$ 6,515.70	$ 58,641.32
	16	470	Destination Signs	Change from AVA/AVL provisions to Avail AVA/AVL, infotainment & APC systems	$ 70,197.02	$ 631,773.18
	17	490	Door Entrance	Change to Electric Entrance door	$ 2,950.31	$ 26,552.75
	18	491	Door Exit	Change to Electric Exit door	$ 7,926.18	$ 71,335.65
	19	526	Seating & Stanchions	Change from AMSECO Insight 39-pass to Vision 40-pass layout	$ 13,963.80	$ 125,674.21
	20	526	Seating & Stanchions	Change from melamine to stainless steel modesty panels	$ 1,280.65	$ 11,525.86
	21	526	Seating & Stanchions	Add Arowglobal Driver's barrier w/ registration holder	$ 9,894.25	$ 89,048.29
	22	580	Wheelchair Lift	Remove Smart Rider ramp	$ (3,016.59)	$ (27,149.35)
	23	600	Customer Options	Add Amerex fire suppression sensors and UPS battery backup	$ 2,183.79	$ 19,654.09
	24	600	Customer Options	Add Sportworks bike rack - Published item	$ 1,686.23	$ 15,176.09
	25	246	Air, Brake & Lev System	Change from Haldex Gemini MDx to Bendix AD9 air dryer	$ 509.79	$ 4,588.15
	26	600	Customer Options	Add front roof Antenna	$ 2,086.70	$ 18,780.26
	27	600	Customer Options	Add SDS trays	$ 1,002.31	$ 9,020.76
	28	600	Customer Options	Add Driver's storage box, wastebasket, hanging trash can, and coffee cup holder	$ 388.62	$ 3,497.54
	29	600	Customer Options	Remove transfer cutter	$ (224.91)	$ (2,024.16)
	30	420	Body A/P Before Paint	Remove impact panels	$ (1,820.19)	$ (16,381.75)
	31	526	Seating & Stanchions	Add Driver's seat seat belt alarm switch, park prake alarm, and change base riser from powdercoated steel to stainless steel	$ 1,182.99	$ 10,646.87
Base Bus Price Change Total					**$ 167,475.91**	**$ 1,507,283.18**
Tariffs	1	Tariffs	Tariffs	Tariff Cost	$ 20,656.74	$ 185,910.68
	2	Tariffs	Tariffs	Tariff Contingency	$ 14,242.34	$ 128,181.04
Tariffs Total					**$ 34,899.08**	**$ 314,091.71**
Grand Total					**$ 202,374.99**	**$ 1,821,374.90**

Tab 4, Tariffs

Solicitation Requirements:

N/A

New Flyer Response:

New Flyer's proposed price **includes known Tariff costs up to the point of this submission, as well as a 1.5% contingency.** Tariffs included are shown as their own line item in the attached **Tab 3a, Price Detail Sheet** for full transparency.

Per the terms of Basin Transit/CalACT Contract #23-01, the following provisions apply:

- ***Section GC 9.5, Changes of Law***
  - *Changes of Law that become effective after the Proposal Due Date may result in price changes. If a price adjustment is indicated, either upward or downward, it shall be negotiated between the Agency and the Contractor and the final Contract price shall be adjusted upwards or downwards to reflect such changes in Law. Such price adjustment may be audited, where required. For certainty, in the event that a price adjustment is required in respect of changes that are mandatory as a result of legislation or regulations that become effective after the date of the tender submission, such price adjustment shall be negotiated in good faith by the Agency and the successful bidder.*

Should Tariffs change between the submission date and line entry of the vehicle, then New Flyer will provide either a credit or cost surcharge (pass through with no markup) to Montebello based on the upward or downward movement of the Tariff. This adjustment will be fully supported by auditable back-up and a reference to the respective Executive Order/Law. This approach will be taken for both direct Tariffs, where New Flyer is the importer of record and for indirect Tariffs, where our suppliers are the importer of record.

The amount will be calculated through New Flyer's SRCR (Sales Release Change Request) process and passed through at cost. It will be clearly identified as a Tariff Surcharge on the Price Change sheet.

The payment terms for Tariffs are Net 30 days from the time of the Price Change, including auditable backup, and invoice are presented to Montebello.

The federal government requires that the importer on record pay for Tariffs 2 weeks from the date they are incurred and provide a bond for tariff payments. New Flyer has provided a bond to the Federal Government for Tariff Payments; therefore, the Tariff payment at line entry is not considered an Advanced Payment, and no additional security is required.

New Flyer is taking an active advocacy role to educate stakeholders on the impact of tariffs on our industry and the economic impact to Transit Agencies. Unforeseen economic factors and changes in laws and regulations create disruption and added costs. We encourage Montebello to reach out to your government offices to share the impact of Tariffs on your organization and participate in advocacy outreach where and how you deem appropriate.

Tab 5, Payment Terms and Milestones

Solicitation Requirements:

N/A

New Flyer Response:

This contract will include separate invoicing for tariffs and the proposed bus (as defined in the Basin Transit/CalACT Contract #23-01 agreement), which result in separate payment terms.

Tariff Payment Terms

The payment terms for Tariffs are Net 30 days from the time of the Price Change, including auditable backup, and invoice are presented to Montebello.

Bus Payment Terms

The bus payments terms to Montebello are as shown below, with acceptance within fifteen (15) days of delivery:

Payment Terms	Percentage	Amount
Option 1		
Approval for Shipment from Facility	75%	$712,117
Acceptance	25%	$237,372
	100%	**$949,489**

Tab 6, Bus Warranty Proposal

Solicitation Requirements:

N/A

New Flyer Response:

Please see the attached New Flyer **Tab 6a, Warranty Proposal**.

Please note that Warranty Pricing is *included* as part of the Bus Price.

NEW FLYER OF AMERICA

CONTRACT DELIVERABLES LIST	Warranty
CUSTOMER NAME	Montebello Bus Lines
BID NUMBER	2026-020 (Basin Transit 23-335)
SR #	
CUSTOMER CONTRACT #	
CUSTOMER PO #	
LD DATE	
BUS MODEL	XN40
QUANTITY	9

MAJOR COMPONENT DESCRIPTION	BASE AND EXTENDED WARRANTY			COMMENTS
	PROVIDER	YEARS	MILEAGE	
Base Bus Warranty	New Flyer of America	2	100,000	Excluding scheduled maintenance items, acts of nature, or normal consumables
Basic Bus Structure	New Flyer of America	3	150,000	Body, and body structure shall consist of the components that are bolted or riveted to the structure, such as, exterior panels, interior panels, roof, ceiling, and driver's barrier.
Chassis Structure (Integrity)	New Flyer of America	12	500,000	Consists of all components that are welded together to form the main frame (skeleton) and body construction. The structural integrity guarantee covers against a significant loss of structural integrity of the assembly or its functional performance due to non corrosion related failures.
Chassis Structure (Corrosion)	New Flyer of America	12	500,000	Consists of all components that are welded together to form the main frame (skeleton) and body construction. The corrosion guarantee covers against a significant loss of structural integrity of the assembly or its functional performance, resulting from a pertinent loss of cross-section due to corrosion caused by normal environmental elements but excludes corrosion caused by aggressive road de-icers such as Magnesium Chloride or equivalents, unless New Flyer approved preventative measures are taken. The warranty shall be void if the Agency fails to conduct corrosion
Engine	Cummins	2	Unlimited	All repairs/warranty claims need to be handled through the local authorized repair facility. When the 3 year extended warranty is purchased (5 years total) the following applies: Two Year Base (Full Coverage), years 3,4 & 5 covers components only as per manufacturer's warranty document.
Transmission	Allison	2	Unlimited	All repairs/warranty claims need to be handled through the local authorized repair facility. When the 3 year extended warranty is purchased (5 years total) the following applies: Two Year Base (Full Coverage), years 3,4 & 5 covers components only as per manufacturer's warranty document.
Axle (Front and Rear)	MAN	5	300,000	Excluding maintenance items & items that are not covered by the OEM's warranty. All friction materials are excluded from this limited warranty. Wear and third party items supplied with the axle (e.g. slack adjuster, seals and bearings, shocks, air bellows, radius rods, brake chambers) are not included in the 5 year warranty. Please see manufacturer's warranty document.
A/C	Thermo King	2	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document. All repairs/warranty claims need to be handled through the local authorized repair facility.
Brake System	New Flyer of America	2	100,000	Friction Material Excluded
Destination Signs	Aesys	3	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document. All repairs/warranty claims need to be handled through the local authorized repair facility.
Door Systems	Vapor	3	150,000	Excluding maintenance items & items that are not covered by the OEM's warranty
Air Compressor	Cummins	2	Unlimited	
Wheelchair Ramp	New Flyer of America	2	100,000	
Electrical System	Parker	3	150,000	Excluding maintenance items & items that are not covered by the OEM's warranty
LED Headlights	J.W.Speaker	6	Unlimited	Warranty covers parts only after first year
Paint	Axalta	5	Unlimited	
Air Dryer	Bendix	2	100,000	
Alternator	EMP	2	100,000	
Passenger seats	American Seating	5	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document.
Emission Control System	Cummins	5	100,000	Some limitations and exclusions may apply - Please see manufacturer's warranty document. All repairs/warranty claims need to be handled through the local authorized repair facility.
LV Batteries	Odyssey	2	100,000	
Tires	New Flyer of America	2	24,000	New Flyer Industries Limited warrants the tires installed as original equipment on this vehicle only against defects in materials and workmanship which cause the vehicle to fail to comply with applicable U.S. and Canadian greenhouse gas emission limits ("Warrantable Emissions Failures"). This vehicle emissions limited express warranty relating to original equipment tires is valid for two (2) years or 24,000 miles whichever occurs first
Greenhouse Gas Emissions-Related Warranty (Idle Reduction Systems)	New Flyer of America	5	100,000	Aluminum Wheels, Emissions-related warranty on Neutral-Idle or Start/Stop idle reduction systems, as defined by the U.S. EPA (not including Allison Standard FuelSense 2.0, Restricted Neutral-at-Stop (NAS), and "Auto-Neutral" functions)
Charge Air Cooler	EMP	3	150,000	
Radiator Fan Drive	EMP	3	150,000	
Towing	New Flyer of America	5	300,000	
Handling (15%)	New Flyer of America	5	300,000	
Road Call	New Flyer of America	5	300,000	
Troubleshooting	New Flyer of America	5	300,000	

Tab 7, Bus Training Proposal

Solicitation Requirements:

N/A

New Flyer Response:

Please see the attached New Flyer **Tab 7a, Training Proposal**.

Please note that this proposal is for recommended training only. Training courses may be selected by Montebello. New Flyer's training team is happy to advise on selecting the correct training for your needs.

Corresponding prices are *not included* in the Bus Price.

CONTRACT DELIVERABLES LIST	CUSTOMER TRAINING
CUSTOMER NAME	Montebello
BID/OPTION/SR NUMBER	2026-020
TECHNICAL SUMMARY	Rev Draft 1
BUS MODEL	XN40
QUANTITY	9

New Flyer Supplied Training					
DESCRIPTION	**RECOMMENDED MAXIMUM NUMBER OF STUDENTS PER CLASS**	**QTY HRS.**	**TOTAL SELLING PRICE AT BID**	**REQUIREMENT**	**BILLABLE: Y/N**
Operator Orientation (Train-the-Trainer)	6	4	$1,127.25	Recommended	Y
Maintenance Orientation	15	4	$1,127.25	Recommended	Y
Preventive Maintenance Inspection	10	4	$1,127.25	Recommended	Y
Multiplex System	10	32	$9,018.00	Recommended	Y
Entrance & Exit Doors	10	4	$1,127.25	Recommended	Y
Wheelchair Ramp	10	4	$1,127.25	Recommended	Y
Brake Systems and Axles	10	16	$4,509.00	Recommended	Y
Air System and ABS	10	8	$2,254.50	Recommended	Y
Suspension and Steering	10	8	$2,254.50	Recommended	Y
Electric Fan Drive	10	4	$1,127.25	Recommended	Y
Coolant Loop Fill Procedure	10	4	$1,127.25	Recommended	Y
Towing	10	4	$1,127.25	Recommended	Y
Body and Structure	10	4	$1,127.25	Recommended	Y
CNG Fuel System	10	8	$2,254.50	Recommended	Y
Sub Total - New Flyer Training					Y
OEM Vendor Supplied Training					
DESCRIPTION	**RECOMMENDED MAXIMUM NUMBER OF STUDENTS PER CLASS**	**QTY HRS.**	**TOTAL SELLING PRICE AT BID**		
Engine Maintenance	8	24	$21,060.00	Recommended	Y
Transmission Maintenance	8	16	$12,960.00	Recommended	Y
HVAC Maintenance	8	8	$5,130.00	Recommended	Y
Fire Suppression/Gas Detection	10	8	$5,670.00	Recommended	Y
Destination Sign	10	4	$4,320.00	Recommended	Y
Sub Total - OEM Vendor Training					
Training Total (priced separate from the bus price)					Y

Sales Specialist
New Flyer

Tab 8, Bus Publications Proposal

Solicitation Requirements:

N/A

New Flyer Response:

Please see the attached New Flyer **Tab 8a, Publications Proposal**.

Please note that Bus Publications are *included* in the Bus Price.

CONTRACT DELIVERABLES PROPOSAL	PUBLICATIONS rev a. March 4, 2026
PRIMARY CUSTOMER NAME	Montebello
PUBLICATIONS CUSTOMER NAME	City of Montebello
BID NUMBER	2026-020 (Based on 23-335)
SR #	
BUS MODEL	XN40
QUANTITY	9

City of Montebello

New Flyer Standard Bus Publications

This is for one XN40 or XN35 Build of approx 1 Bus Only

DESCRIPTION	QTY	CUSTOMER DELIVERY	UPDATES (years)	COMMENTS
Emergency Responder Guide (8.5x11 laminated paper)	9	With First Bus Delivery	6	Emergency information to be on board each bus
Operator's Guide (8.5x11 3-hole)	2	With First Bus Delivery	6	
Parts Manual	2	Within 30 Business Days After Last Bus Delivery	6	
Service Manual	2	Within 30 Business Days After Last Bus Delivery	6	
Bus System Drawings Manual (11x17 3-hole regular paper includes air, electr, hydraulic, cooling, PLC HVAC layouts and schematics)	2	Within 30 Business Days After Last Bus Delivery	6	
TIV USB	2	Within 30 Business Days After Last Bus Delivery	6	USB Includes only NF Manuals plus OEM items below with "*"
Sub Total				

OEM Supplier Publications

This is for one XN40 or XN35 Build of approx 1 Bus Only

DESCRIPTION	QTY	CUSTOMER DELIVERY	UPDATES (years)	COMMENTS
Cummins L9N (CM2380) Engine OEM Vendor Manual Set (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
Fault Code Troubleshooting Manual (Vol 1 - 3)	2	"	N/A	
Service Manual (Vol 1 - 2)	2	"	N/A	
Operation & Maintenance Manual	2	"	N/A	
Owners Manual	2	"	N/A	
ALLISON TRANSMISSION B300/400/3400xFE OEM Manual Set (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
Service Manual	2	"	N/A	*
Parts Manual	2	"	N/A	*
Troubleshooting Manual	2	"	N/A	*
Principle of Operations	2	"	N/A	*
Mechanics Tips	2	"	N/A	*
Operator's Manuals	2	"	N/A	*
Thermo King HVAC OEM Manual Set (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
Unit Operation & Maintenance Manual	2	"	N/A	*
Intelligaire III Diagnostic Manual	2	"	N/A	*
EMP Cooling System OEM Manual Set (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
MH4 Cooling System Service Manual	2	"	N/A	*
MH4 Cooling System Troubleshooting Manual	2	"	N/A	*
WABCO ABS System OEM Manual (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
ABS Maintenance Manual	2	"	N/A	*
Destination Sign OEM Manual Set (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
AESYS Operation & Maintenance Manual	2	"	N/A	*
Amerex FSS & GD OEM Manual Set (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
V25ABC System Operation and Maintenance Manual	2	"	N/A	*
SafetyNet Controller Operation and Maintenance Manual	2	"	N/A	*
Vansco Multiplexing System OEM Manual (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
Hardware User Guides	2	"	N/A	*
Software User Guides	2	"	N/A	*
Sub Total				

Other New Flyer Costs

This is for one XN40 or XN35 Build of approx 1 Bus Only

DESCRIPTION	QTY	CUSTOMER DELIVERY	UPDATES (Years)	COMMENTS
Standard Labour Hours required for NF Bus Manual Set Publishing	400	N/A		Not charged to the customer
Sub Total				
Grand Total				

Customer Program Manager
New Flyer

Property Specific

Director of Publications
New Flyer

Tab 9, Bus Tools and Diagnostics Proposal

Solicitation Requirements:

N/A

New Flyer Response:

Please see the attached New Flyer **Tab 9a, Tools and Diagnostics Proposal**.

Please note that this proposal outlines New Flyer's recommended tools and diagnostics package required to maintain the Xcelsior® bus. The package acts as a shopping list for Montebello to select from, as required.

The corresponding prices are *not included* in the Bus Price.

New Flyer Tools Diagnostics Proposal

Date	3/4/2026
Revision Level	Rev Draft 1
Customer Name	Montebello
Bid / Option Number	2026-020
Quantity - Bus Model	9 - XN40
Pricing Expiration Date	

Item	Billing Method	Customer Specification Description	NF Parts Description	Part Number Type	Bid Quoted NF Part # or Link	Quantity	Individual Unit Selling Price (USD)	Total Selling Price (USD)
1	Billed Separately		KIT - Panasonic FZ55 Toughbook Laptop	Diagnostic Equipment	6502351	1	$ 5,463.45	$ 5,463.45
2	Billed Separately		Nexiq USB Link™ 3 - WIFI/Bluetooth Edition	Diagnostic Equipment	6494933	1	$ 1,409.51	$ 1,409.51
3	Billed Separately		ZF Testman IAM Diagnostic Kit	Diagnostic Equipment	6435374	1	$ 5,093.60	$ 5,093.60
4	Billed Separately		Adapter - Dongle ZF	Diagnostic Equipment	6503298	1	$ 405.02	$ 405.02
5	Billed Separately		Intelligaire III Diagnostic Software & Cables	Diagnostic Equipment	6393934	1	$ 2,811.84	$ 2,811.84
6	Billed Separately		Cable - Transtech VR Interface	Diagnostic Equipment	6488984	1	$ 335.53	$ 335.53
7	Billed Separately		Amerex SafetyNet Software & Interface	Diagnostic Equipment	6355551	1	$ 917.86	$ 917.86
8	Billed Separately	USB provided with a license purchase	USB - Programming Tool, AESYS, Verba	Diagnostic Equipment	07-10-0655	1	$ 607.05	$ 607.05
9	Billed Separately		License - AESYS Verba Software	Diagnostic Equipment	6492643	1	$ -	$ -
10	Billed Separately		Vapor Class System Diagnostic Interface Kit	Diagnostic Equipment	6358421	1	$ 70.35	$ 70.35
11	Billed Separately		Ethernet Cable - IRMA APC	Diagnostic Equipment	6465569	1	$ 156.70	$ 156.70
12	Billed Separately		Cummins Insite Lite (Initial Download)	are / Annual Renewals/ Subscri	6339520	1	$ 1,293.86	$ 1,293.86
13	Billed Separately		Cummins Insite Lite (Renewal)	are / Annual Renewals/ Subscri	6495522	1	$ 1,293.86	$ 1,293.86
14	Billed Separately		Cummins Insite Pro	are / Annual Renewals/ Subscri	6339521	1	$ 1,437.73	$ 1,437.73
15	Billed Separately		Cummins Insite Pro (Renewal)	are / Annual Renewals/ Subscri	6495523	1	$ 1,384.52	$ 1,384.52
16	Billed Separately		Allison DOC Premium (Initial Download)	are / Annual Renewals/ Subscri	6469849	1	$ 1,780.68	$ 1,780.68
17	Billed Separately		Allison DOC Premium (Renewal)	are / Annual Renewals/ Subscri	6474918	1	$ 955.09	$ 955.09
18	Billed Separately		Wabco ABS Software (Inititial Download)	are / Annual Renewals/ Subscri	6334596	1	$ 777.02	$ 777.02
19	Billed Separately		Wabco ABS Software (Renewal)	are / Annual Renewals/ Subscri	6495817	1	$ 615.14	$ 615.14
20	Billed Separately		Cummins Insite Software	No Charge Software	INSITE™ Engine Diagnostics | Cumr	1	$ -	$ -
21	Billed Separately		EMP Software	No Charge Software	EMP : Drivers & Downloads (emp-d	1	$ -	$ -
22	Billed Separately		Vansco Software	No Charge Software	http://divapps.parker.com/divapps	1	$ -	$ -
23	Billed Separately		Vansco 1210 Chooser	No Charge Software	http://divapps.parker.com/divapps	1	$ -	$ -
24	Billed Separately		Smartrider Software	No Charge Software	https://promo.parker.com/promot	1	$ -	$ -
25	Billed Separately		Vapor Class System Software	No Charge Software	kkobel@Wabtec.com	1	$ -	$ -
26	Billed Separately		Vapor VETC2 Software	No Charge Software	agoetzelmann@Wabtec.com	1	$ -	$ -
27	Billed Separately		Kit - Lift Tow Universal	Special Tools and PPE	6396565	1	$ 337.91	$ 337.91
28	Billed Separately		Kit - Lift Tow Receivers	Special Tools and PPE	6396567	1	$ 2,373.72	$ 2,373.72
29	Billed Separately		Xcelsior Flat Tow adapter (2 pcs. Per set)	Special Tools and PPE	6395097	1	$ 1,533.84	$ 1,533.84
30	Billed Separately		Assy - Frame Flat Towing	Special Tools and PPE	902990	1	$ 7,023.67	$ 7,023.67
31	Billed Separately		Jacking Adapters	Special Tools and PPE	434434	1	$ 1,264.06	$ 1,264.06
32	Billed Separately		Repair Kit - Disc Brakes & Synact Calipers	Special Tools and PPE	6501865	1	$ 10,097.85	$ 10,097.85
33	Billed Separately		Torque Multiplier	Special Tools and PPE	6314711	1	$ 3,071.77	$ 3,071.77
34	Billed Separately		Hub Repair Kit - MAN VOK-08 Frt Axle	Special Tools and PPE	6408311	1	$ 13,597.74	$ 13,597.74
35	Billed Separately		Optional Hub Removal Hydraulic Tool Kit - MAN VOK-08	Special Tools and PPE	6458834	1	$ 7,766.38	$ 7,766.38
36	Billed Separately		King Pin Press Kit - MAN VOK-08 Frt Axle	Special Tools and PPE	6494532	1	$ 26,188.17	$ 26,188.17
37	Billed Separately		Tool - Pulling and Pressing Device (sway bar)	Special Tools and PPE	6499011	1	$ 2,228.55	$ 2,228.55
38	Billed Separately		Hub Repair Kit - MAN HY1350 RR Axle	Special Tools and PPE	6408306	1	$ 8,406.35	$ 8,406.35
39	Billed Separately		ABS Sensor R&R Kit - MAN HY1350 RR Axle	Special Tools and PPE	6408307	1	$ 1,224.35	$ 1,224.35

40	Billed Separately		Pinion Seal Repair Kit - MAN HY1350 RR Axle	Special Tools and PPE	6444302	1	$ 3,648.36	$ 3,648.36
41	Billed Separately		Differential Repair Kit - MAN HY1350 RR Axle	Special Tools and PPE	6444303	1	$ 13,347.57	$ 13,347.57
42	Billed Separately		Optional Tool Kit - MAN HY1350 RR Axle	Special Tools and PPE	6444304	1	$ 53,802.68	$ 53,802.68
43	Billed Separately		Rebuild Kit - EMP Alternator	Special Tools and PPE	6405510	1	$ 4,572.38	$ 4,572.38
44	Billed Separately		Coolant System Pressure Tester	Special Tools and PPE	660817	1	$ 1,181.22	$ 1,181.22
45	Billed Separately		Kit - Coolant Pressure Fill	Special Tools and PPE	6484741	1	$ 5,012.53	$ 5,012.53
46	Billed Separately		Flow Meter Tester - Strg Gear Box	Special Tools and PPE	140809	1	$ 1,999.62	$ 1,999.62
47	Billed Separately		Puller Tool - Pitman Arm	Special Tools and PPE	6394270	1	$ 790.59	$ 790.59
48	Billed Separately		Alignment Tool - Flex Connector	Special Tools and PPE	6360381	1	$ 1,004.11	$ 1,004.11
49	Billed Separately		Eng/Trans Dolly - Universal	Special Tools and PPE	086444	1	$ 3,407.01	$ 3,407.01
50	Billed Separately		Cummins L9N Service Tool Kit	Special Tools and PPE	6483729	1	$ 35,927.14	$ 35,927.14
51	Billed Separately		Kit - Allison Service Tools	Special Tools and PPE	6360446	1	$ 11,327.59	$ 11,327.59
52	Billed Separately		TK R134a A/C Tool Kit	Special Tools and PPE	6350866	1	$ 33,171.42	$ 33,171.42
53	Billed Separately		Amerex Discharge Hose Blowout Adapter	Special Tools and PPE	052132	1	$ 239.32	$ 239.32
54	Billed Separately		Amerex Fire Alarm/Simulator Module	Special Tools and PPE	6484731	1	$ 436.06	$ 436.06
55	Billed Separately		Amerex Calibration Kit - AMGaDS III	Special Tools and PPE	6459321	1	$ 1,594.37	$ 1,594.37
56	Billed Separately		CNG Tank Valve Installation Tool	Special Tools and PPE	6467614	1	$ 1,818.74	$ 1,818.74

Notes:

- Part numbers are subject to change.
- If multiple kits are ordered, the subcomponent quantities listed will only display the total quantities needed per kit.
- If parts are required to be assembled in advance of shipment, please confirm part number type is set to "Assembly".

Customer Signature Date

Total Amount Included in Bus Price	$ -
Total Amount Billed Separately	$ 285,203.88

*Above totals exclude applicable taxes.

Tab 10, Bus Contract Spares Proposal

Solicitation Requirements:

N/A

New Flyer Response:

There are no Contract Spares included in New Flyer's proposal.

Tab 11, Bus Delivery Schedule

Solicitation Requirements:

N/A

New Flyer Response:

New Flyer's proposal is based on estimated delivery by the end of Q1 2028. The final delivery schedule will be provided after award.

Tab 12, Bus Technical Summary

Solicitation Requirements:

N/A

New Flyer Response:

Please see the attached New Flyer **Tab 12a, Technical Summary** for the proposed bus.

Family	Family Description	Feature	Feature Description
100-00	XCELSIOR COACH LENGTH	X40	Xcelsior - 40' coach.
100-03	STRUCTURAL MATERIAL	CAR	Carbon steel/ferritic sst.
100-04	FUEL TYPE	CNG	CNG
100-05	EPA CALENDAR YEAR	026	2026
100-0B	POWERTRAIN CAN BAUD RATE	500	500 kbps
100-0E	HARDWARE - THREAD LOCKING FLUID	ALL	Thread locking fluid required on all hardware
100-0Y	BUS MODEL YEAR	026	2026
201-01	FRONT BUMPER	NFI	Romeo Rim, three piece, front bumper.
201-03	FRONT TOWING PROVISIONS	001	Basic set-up, incorporated in front chassis. Tow adapters are required.
201-05	REAR BUMPER	NFI	Romeo Rim, three piece, rear bumper with anti-ride feature.
203-01	FRONT AXLE	003	M.A.N. VOK-08. With disc brakes. Hub mount, Knorr Synact Calipers, with Level N, near zero copper (<0.5%) brake pads.
203-02	SECUREMENT OF BRAKE LININGS	NFI	Bonded.
203-03	BRAKE WEAR INDICATION	001	M.A.N. end of life indication is required.
203-04	BRAKE WEAR INDICATION LOCATION	001	At instrument panel.
203-06	SHOCK ABSORBERS	NFI	Koni.
203-07	FRONT STABILIZER BAR	PVD	Required.
203-0A	FRT AXLE AND WHEEL SPLASH APRONS	001	Basic, full width, fore of axles and wheels.
203-0B	RADIUS ROD BUSHINGS	WIN	Windowed
204-01	REAR AXLE	003	M.A.N. 4.56:1 HY-1350. GAWR 28,660 lbs. With disc brakes. Hub mount, Knorr Synact Calipers, with Level N, near zero copper (<0.5%) brake pads.
204-03	REAR AXLE GEAR OIL	PET	Petroleum based.
204-04	REAR STABILIZER BAR	PVD	Required.
204-09	REAR AXLE DRAIN PLUGS	EXT	Magnetic external hex head.
204-0A	REAR AXLE MUD FLAP	ONE	One aft of rear axle. (Requirement is determined by local climate, ice build-up, high ambient temperature.)
204-0C	REAR WHEEL MUD FLAP	002	One aft of each rear wheel.
205-01	TIRE SUPPLIER	002	Customer supplied tires.
205-02	TIRE BRANDING	REQ	Required.
205-06	WHEELS	ALD	Alcoa 22.5" x 8.25" aluminum. Polished Durabright finish.
205-0J	STEERING AXLE TIRES	T00947	305/70R/22.5, Goodyear G152 (68 mph).
205-0M	REAR AXLE TIRES	T00948	305/70R/22.5, Goodyear G152 (68 mph).
209-01	POWER STEERING PUMP	ZFT	ZF/TRW power steering pump powered off engine accessory drive.

209-02	POWER STEERING HOSES	GAT	Gates G2XH
209-05	POWER STEERING RESERVOIR	REQ	Required.
209-08	POWER STEERING DRAIN PLUG	MAG	Magnetic plug.
209-09	POWER STEERING UNIT	VTX	ZF TAS85, power assisted, frame mounted.
209-0A	POWER STEERING SYSTEM FLUID	DEX	Dexron III, mineral based.
219-01	FUEL/PROPULSION SYSTEM	CNG	L9N CNG engine.
219-02	PROPULSION,HP,TORQUE,TYPE	013	Cummins L9N 2024 emission-standard CNG engine, 280 horsepower with 900 LB FT torque. Uses a heat exchanger for the isolated cabin heating loop. Refer to 100-05 for EPA/Engine Model Year.
219-05	AIR COMPRESSOR	W30	Wabco HD 30.4, twin cylinder, turbo aspirated.
219-07	STARTER (ELECTRIC)	39M	Delco 39MT, 24 volt heavy duty cranking motor, integrated magnetic switch, with PLC cut-out.
219-0B	CUMMINS DIPSTICK,LOCATION	CSS	Static oil level indicator, on curbside of engine.
219-0C	ENGINE & TRANS FLUID FILL TAGS	NFI	For engine and transmission dipsticks.
219-0D	ROAD SPEED	065	Top road speed is governed. Set at 65 MPH (105 KPH).
219-0M	TRANSMISSION/HYBRID DRIVE/TRACTION MOTOR	001	Allison B400R (with retarder).
219-0P	TRANSMISSION SHIFTING	NFI	Foot on brake enables shift when in neutral.
219-0R	ALLISON TRANSMISSION SPEEDS	001	Primary mode: 6 speed Performance, secondary mode: 6 speed Economy.
219-0T	ALLISON NON-HYB TRANS RETARDER	001	1 stage from accelerator (25% retarder), 2 stages from brake pressure (66% and 100% retarder at 4 and 6 PSI).
219-0U	ALLISON TRANS FLUID LEVEL DISPLAY	BSC	Display provided.
219-0Y	ALLISON TRANSMISSION PROGNOSTICS	DIS	The ECU program has Prognostics set to ON but DISABLED. The customer can ENABLE as desired. Prognostics: Oil Life Monitor, Filter Life Monitor, Transmission Health Monitor/RESS state of health monitor
219-15	ALLISON FUEL SENSE PACKAGE	2PL	FuelSense 2.0 Plus with DynActive infinitely variable shift scheduling, Dynamic Shift Sensing and improved Neutral at Stop functionality.
219-16	ALLISON NAS DEACTIVATION	001	Brake release.
219-18	FLUID, TRANS/HYBRID DRIVES	DDH	Dura Drive HD synthetic
219-1A	ENG/TRANS OIL DRAIN PLUGS	BSC	OEM Provided

219-1C	AIR CLEANER	CUM	Cummins. Reusable housing with disposable cartridge/filter.
219-1D	AIR RESTRICTION INDICATOR	MCH	Mechanical gauge mounted directly on air intake tube.
219-1E	EXHAUST SYSTEM	MUF	Using muffler and tubing.
219-1F	EXHAUST TAIL PIPE ORIENTATION	001	Curved pipe set to 45 degrees to streetside.
219-1G	EXHAUST BLANKETS FOR CUMMINS DIESEL OR CNG	BSC	Provided for the exhaust tubes.
219-1U	ENGINE SWITCH BOX	BSC	Basic indicator configuration with run/start switch.
219-22	ENGINE COMPARTMENT GAUGES	CNR	Programmable CAN communicator. Standard Features: Engine Oil Pressure, Engine Water temperature, Tachometer, 12V/24V battery voltage, Hour Meter, Active Faults, Individual CNG Tank Pressures, Drivetrain Specific features.
219-25	ENG SWITCHBOX KEYPAD	002	Includes service light switch, start disabled indicator, CNG valve fault indicator, coolant fill switch/low coolant indicator, rad fan diagnostic indicator/fan reverse switch.
219-27	ENGINE OIL FILL TUBE & CAP	BSC	Basic Cummins supplied.
219-28	ALTERNATOR	450	EMP Power 450.
219-2E	BELT GUARD	001	The engine pulley guard hinged to open curbside. Yellow powder coated.
219-2F	BELT GUARD LATCHING	001	SST adjustable draw latch.
219-2G	A/C BELT GUARD	BLT	The A/C pulley guard is bolted. Yellow powdercoated.
219-2Z	COOLANT PRESSURE FILL HOSE	GAT	Gates G2XH.
219-33	TRANSMISSION ACCUMULATOR HOSE	MNU	NFIL (Manuli) Equator 1.
231-02	RADIATOR,CAC,HYDR FLUID COOLER	MH4	EMP MH4 GEN4 with full diagnostic capabilities. 4 x 15" fans.
231-04	RADIATOR REVERSE FAN SW & DIAG LAMP	REQ	Keypad button.
231-06	SURGE TANK	DCY	Dual cylindrical SST tanks with isolated cabin heating loop.
231-08	SURGE TANK ENG MAINT & DERATE SENSOR MFR	FOZ	Fozmula
231-09	SURGE TANK PRESSURE TEST PORT	PVD	Schrader valve fitting provided.
231-0A	SURGE TANK PRESSURE RELIEF VALVE	001	Radiator cap (LEV-R VENT), built into surge tank cap.
231-0B	SURGE TANK SIGHT GLASS	NFI	Tubular sight glass (glass material).
231-0C	RAD TUBES	SST	SST

231-0F	COOLANT FLUID/ANTIFREEZE	001	50/50 pre-mixed distilled water with ethylene glycol with anti-corrosion additive and bittering agent. Pink fluid.
231-0G	TRANSMISSION/HYBRID DRIVE COOLER	009	Modine LCOC.
231-0H	TRANSMISSION OIL COOLER HOSES	NFI	NFIL (Manuli) Equator 1.
231-0K	COOLANT RECOVERY TANK	REQ	Required.
231-0T	LOWER VENT LINE HOSE	GAT	Gates G2XH.
241-0C	CNG FUEL TANKS	US6	6 Agility Fuel Solutions All Carbon Fiber (ACF) 15.7" OD x 120" long roof mounted cylinders with OMB ESA 24V solenoid valves. Total system capacity is 19,770 scf at 3600 psi.
241-0E	CNG PRESSURE RELIEF DEVICE	PRD	One remote OMB York and one PRD integrated into tank valve. Operating pressure: 0 - 3600 psi. Operating temperatures: -40 F to 180 F, thermal relief (nominal 230 F).
241-0F	CNG DEFUEL PROVISION	AFS	Swagelok AFS valve with quick connect 1/4" fitting and NGV1 receptacle compatible with OPW BDN defuel nozzle.
241-0G	CNG FUEL FILL RECEPTACLES	PRK	Parker Standard Fill (NGV1) and Fast Fill (Heavy Duty) receptacles set at 3600 psi. With dust cap. Compatible with Sherex/OPW 1000 and 5000 (or equivalent) nozzles.
241-0H	CNG FUEL LINE IDENTIFICATION	NFI	SST lines are labeled with yellow adhesive warning labels at every 36".
241-0J	CNG TANK ISOLATION VALVES	NFI	Integral with tank valve.
241-0P	CNG FUEL FILL DOOR INTERLOCK	REQ	Shuts down engine when fuel fill door is open. Prevents engine restart. Programmable timing details are required for Electrical.
241-0R	CNG PRESS INDICATOR@INSTR.PNL	001	Lamp on instrument panel, triggers at 500 psi.
241-0T	CNG ROOF EQUIPMENT NON-SKID SURFACE	REQ	Provided where required.
241-0V	CNG ROOFTOP WALKWAY	PVD	Provide next generation CNG system with ergonomically friendly doors.
246-01	AIR COMPRESSOR DISCHARGE LINE	NFI	Teflon 2807 SST braided hose.
246-02	BASIC AIR TANKS	B01	Combo Tank 1 (Wet Tank + Primary Brake Tank), Combo Tank 2 (Front Axle Kneeling Tank + Accessory Air Tank), Secondary Brake Tank.
246-04	AIR TANK DRAIN VALVES	MNL	Manual 1/4 turn valve.
246-06	WET TANK DRAIN VALVE	MAN	Manual 1/4 turn valve.

246-09	RIDE HEIGHT SENSORS	SP2	SmartRider electronic leveling system on front axle and Barksdale mechanical leveling valves on center/rear axles.
246-0A	RIDE HEIGHT SETTINGS, NORMAL	SR1	Front ride height is 4.0" axle to bump stop.
246-0E	DOOR INTERLOCK	ENE	Applied to entrance and exit doors. Foot on brake to release interlock, applied via multiplex system programming.
246-0G	DRIVER'S PARK BRAKE ALARM	002	A switch in the driver's seat cushion triggers the kneeling alarm to alert the driver that the park brake is not set. A light at the instrument panel is also activated.
246-0H	PARK BRAKE PRESSURE SETTING	NFI	40 psi auto-apply park brake valve. 60 psi pressure switch for park brake light activation.
246-0K	AIR DRYER	003	Bendix AD9 Tandem air dryer with IPC (Integrated Puraguard Cartridge).
246-0M	AIR DRYER LOCATION	BSW	Behind the rear streetside wheelhouse, on the bulkhead.
246-0U	PARK BRAKE ACTUATION	PUL	Pull To Apply.
246-0V	PARK/EMERG BRAKE LOCATION	PSC	Park brake control location - on side console panel.
246-13	FRONT TOW CONNECTOR	M02	Male 1/4" NPT with Series 10 coupler and 0.56" hex fitting.
246-14	FRONT AIR CONNECTOR ARRANGEMENT	SS1	Located below the bumper, streetside.
246-15	FRONT AIR CHARGE CONNECTOR	M02	Male 1/4" NPT with Series 10 coupler and 0.56" hex fitting.
246-16	REAR AIR CHARGE FITTING LOCATION	BSC	Routed to curbside of engine.
246-17	REAR AIR CHARGE CONNECTOR TYPE	M02	Male 1/4" NPT with Series 10 coupler and 0.56" hex fitting.
246-1B	FLEXIBLE AIR LINES	NFI	Synflex colour coded. Green: rear service brakes and supplies. Red: front service brakes. Brown: parking brake. Black: accessories and brake hose. Yellow: compressor and governor. Blue: suspension.
246-1E	ABS	NFI	Wabco.
246-1J	FRONT CHARGE AIR ROUTING	WET	Direct charge to wet tank.
246-1K	REAR CHARGE AIR ROUTING	BFR	Connection before air dryer.
246-27	AIR SYSTEM TRANSDUCER FAULT DETECTION	001	Transducer Fault Detection - Transducer voltage falls to 0V if transducer failure occurs.
260-01	BATTERY MANAGEMENT	TRA	Transtech regulator w/Low Voltage Disconnect, temperature and current sensors to optimize battery life.
260-02	BATTERY VOLTAGE REGULATOR	002	Transtech REG24C w/J1939 and data logging

260-03	BATTERY VOLTAGE REGULATOR LOCATION	FUS	Mounted inside fuse box.
260-04	BATTERY TYPE / MFR	004	Four Odyssey group 31 Absorbed Glass Matt (AGM) maintenance free batteries. 1150 CCA. Top posts: 3/8" positive, 3/8" negative.
260-05	BATTERY CABLES	NFI	Red heat shrink on 24 volt positive cable end and light blue heat shrink on 12 volt positive cable end.
260-09	BATTERY TRAY	NFI	Slide out battery acid resistant polyethylene enclosure with SST sub frame, SST bearings and rubber isolation mounts. Located aft of the curbside rear wheelhouse. Note: battery access door opens to the side.
260-0C	POSITIVE BATTERY DISCONNECT SW	001	Required with quick access through flip-open door. Uses a micro-switch for engine shutdown.
260-0E	BATTERY VOLTAGE EQUALIZER	V02	Vanner 100 amp.
260-0F	JUMP START MANUFACTURER/TYPE	A02	Anderson SB350 red
260-0G	JUMP START LOCATION	001	Near the battery disconnect switch at the fusebox. Accessible via the flip-open door.
260-15	ROOF FAIRING / SKIRTS ENCLOSURE	CNG	Fairing with full length skirts for XN.
260-1B	BATTERY VOLTAGE EQUALIZER QUANTITY	001	One
269-01	P.A. AMPLIFIER MFR / TYPE	AVA	Included with AVA or AVL system.
269-0C	GOOSENECK MICROPHONE	REI	REI, approximately 30" long from base to end of microphone. Black neck and head.
269-0D	GOOSENECK MICROPHONE LOCATION	API	Inverted, clipped to the A-pillar. Microphone clip is 15.26" from bottom of destination sign closeout panel.
269-0E	GOOSENECK MICROPHONE SWITCH	FSW	Foot switch.
269-0G	INTERIOR SPEAKER MFR	TCB	TCB
269-0H	PRIMARY INTERIOR SPEAKERS	006	Six: four to light panels, two above rear bench.
269-0K	EXTERIOR SPEAKERS, LOCATION	ENT	At basic location above entrance.
269-0M	EXTERIOR SPEAKER MFR	SHE	Shekonic
269-0Z	PRIMARY PA SYSTEM	GNF	Gooseneck mic with no switch and PA footswitch adapter cable.
269-13	EXTERIOR SPEAKER QUANTITY	ES1	One
269-1E	EXTERIOR SPEAKER COIL	1CO	Single coil
273-01	HEADLIGHTS	NFI	NFIL Xcelsior LED low beam and high beam headlights.
273-02	DAY RUN HEADLIGHTS	REQ	Required.
273-03	FRONT TURN SIGNALS	NFI	NFIL amber LED. Integrated with headlight assembly.
273-06	TAIL LIGHT ARRANGEMENT	002	Red, amber, white.

273-07	TAIL LIGHTS MFR	7DB	7" Dialight LED, bolted flange mounted.
273-08	CENTER STOP / DECELERATION LIGHT SIZE	BSC	18" X 1 " Dialight
273-09	WHITE BACK-UP LIGHT MFR	DLG	4" Dialight LED, grommet mounted.
273-0A	STOP LIGHTS ON WITH RTRDR/REGEN BRAKE	REQ	Required.
273-0B	STOP LIGHTS ON WITH PARK BRAKE OR INTERLOCK	NFI	When park brake or interlock are engaged.
273-0E	CENTER STOP / DECELERATION LIGHTS QTY	003	Three
273-0F	CENTER STOP / DECELERATION LIGHTS LOCATION	BSC	At lower edge of HVAC door.
273-0H	SIDE TURN SIGNALS,TYPE / QTY PER SIDE	4DL	4 amber Dialight LED Lamps, 12 volt.
273-0J	SIDE TURN SIGNAL FUNCTIONALITY	BSC	Single intensity, Dialight LED lamps.
273-0K	SD TURN SGNL GUARD BRKT, MATERIAL/CTG	ALU	Aluminum, painted per paint scheme.
273-0M	CURBSIDE TURN SIGNALS LOCATION	004	Lamps are fore and aft of the wheelhouses.
273-0N	STREETSIDE TURN SIGNALS LOCATION	004	Lamps are fore and aft of all wheelhouses.
273-0P	KNEELING/RAMP LIGHT AT ENTRANCE	NFI	2.5" Dialight LED.
273-0T	MARKER / CLEARANCE LIGHTS	001	Dialight LED without guard all around.
273-0V	REFLECTORS	NFI	Self-adhesive decals installed at NFIL basic positions.
273-0W	REAR LICENSE PLATE LIGHT	2DL	2 DIALIGHT LEDs
273-10	TIMED SHUT-OFF,ENTR AREA LIGHTS	BSC	The program is set to shut the lights off when the door closes.
273-12	TIMED SHUT-OFF,EXIT AREA LIGHTS	NFI	The program is set to shut the lights off five seconds after the door closes.
273-1F	CENTER STOP / DECELERATION LIGHTS COLOR	RED	Red
273-1R	MARKER / CLEARANCE LIGHTS FUNCTIONALITY	NFI	New Flyer standard marker/clearance light functionality to meet applicable FMVSS/CMVSS regulations.
273-23	MARKER LIGHTS LOCATION	NFI	New Flyer standard marker light locations to meet applicable FMVSS/CMVSS regulations
273-25	EXTERIOR LIGHTS	DAY	Day Run, Night Run, and Night Park modes illuminate the tail lamps, marker/clearance lamps, and license plate lamp. Mandatory for Canadian customers.

273-26	CENTER STOP/DECELERATION LIGHT FUNCTIONALITY	STP	Basic stop functionality.
273-27	CENTER STOP/DECELERATION LIGHT VOLTAGE	12V	12 Volts.
273-29	UPPER REAR LIGHTS QTY	2&2	Two and Two
273-30	UPPER REAR LIGHTS SIZE	001	18" X 1" strip
273-31	UPPER REAR LIGHTS COLOR	MIX	Amber and Red
273-32	UPPER REAR LIGHTS FUNCTIONALITY	T&S	Turn and stop
273-33	UPPER REAR LIGHTS LOCATION	002	At top of upper corner pillars
277-02	INTERIOR PASSENGER LIGHTING	NFI	NFIL LED lights, 24 VDC.
277-04	PASSENGER LIGHTING: OUTPUT INTENSITY	001	0% 1st bank on each side, 100% for the remaining banks.
277-07	EXIT BASEPLATE / ELEC PNL ACCESS	NFI	At each exit door, through removable ad frame.
277-0B	TINTED LED PASSENGER LIGHT COVERS	WHT	White for all lights.
277-0C	FAREBOX LIGHT	PRE	One swivel light with a replaceable LED bulb.
277-0F	DRIVER'S LIGHT	001	One sealed 2.5" white high output Smartrend LED light.
277-0K	SDS SERVICE LIGHT	2SV	Two 18" Smartrend LED strip lights, one provided at upper front and one attached vertically to rack.
277-0M	SERVICE LIGHT SWITCH POSITION/QTY	ASW	Each light comes with mounted independent switch.
277-0N	PROPULSION COMPARTMENT LIGHTS	SMT	Smartrend, four 1.38" LED lights.
277-0V	REAR DECK STEP LIGHT	LED	LED.
277-0W	INTERIOR DOOR HEADER LIGHTS, ANTI-GLARE SHIELD COLOR	BLK	With black anti-glare shield.
277-0Y	INTERIOR DOOR HEADER LIGHTS/ QUANTITY (ENTRANCE)	SGL	Single strip.
277-11	INTERIOR DOOR HEADER LIGHTS/ QUANTITY (EXIT)	SGL	Single strip.
277-13	EXIT AND ENTR MECH BOX SERVICE LIGHTS	SMT	Smartrend LED with switch, at basic locations.
277-14	EXIT AND ENTR MECH BOX SERVICE LIGHTS QUANTITY	ONE	1 at entrance, 1 at each exit door.
277-18	SIDE CONSOLE COMPT SERVICE LIGHT	LED	Smartrend LED light.

277-19	SIDE CONSOLE COMPT SERVICE LIGHT WITH SWITCH	BSC	Switch mounted with lamp assembly.
277-1A	REAR PLC AND FUSEBOX SERVICE LIGHTS	NFI	Provided, LED.
277-29	SIDE CONSOLE COMPT SERVICE LIGHT MOUNTING LOCATION	FRT	Front Structure
277-2D	INTERIOR LED LIGHT FUNCTIONALITY	001	All banks are dimmable. When doors are open, lights turn on to full intensity. When doors are closed, lights reduce to secondary output intensity.
280-01	PASSENGER SIGNAL CHIMES	BSC	One basic electronic chime above driver. Chime has single tone which sounds once for regular activation, twice for wheelchair positions.
280-0E	TOUCHTAPE PASSENGER SIGNALS	YLW	Yellow. Installed on all pier panels and harness covers aft of front wheelhouses.
280-0T	PASSENGER SIGNAL TYPE AT WHEELCHAIR POSITIONS	TCH	Touch pads.
280-19	PUSH BUTTON SIGNAL TYPE	NRQ	Not required.
284-01	ELECTRONIC CONTROL SYSTEM	NFI	Vansco.
284-02	SYSTEM VOLTAGE	NFI	24 VDC primary, 12 VDC secondary.
284-03	SWITCHES	NFI	Water resistant.
284-04	SPARE INPUT/OUTPUT PORTS FOR MULTIPLEX SYSTEM MODULES	NFI	Minimum 10% input and 10% output, per electrical panel location.
284-05	SIDE CONSOLE LIGHTING	SNS	LED strip light without a switch.
284-06	HAZARD WARNING LIGHTS	NFI	Front, side and rear lights flash for hazard warning.
284-0B	SDS ELECTRICAL PANEL ORIENTATION	FCS	Facing curbside.
284-0D	SDS ELECTRICAL PANEL LOCATION	BSR	Mounted on backside of SDS rack.
284-0F	ENTRANCE DOOR CONTROLLER	R5P	Vapor electric door controller with 5 position, integrated kneeling and ramp switches.
284-0N	PROPULSION SYSTEM RESET SWITCH	NRQ	Not required.
286-01	INSTRUMENT PANEL	BSC	LCD display screen. Acrylic material with luminescent lighting, with Vansco Instrument Panel Cluster module.
286-02	SHIFT SELECTOR LOCATION	NFI	located on instrument panel.
286-03	EXTERIOR LAMP TEST	NFI	simultaneously depress both turn signals.
286-04	SPEEDOMETER	VMI	Part of Vansco instrument panel cluster. Set to display miles. With odometer (the display can be toggled to show Trip1, Trip 2, engine hours). Remove "engine hours" on battery buses.

286-05	AUDIBLE SOUND FOR TURN SIGNALS/HAZARDS	BSC	Using click sound for turn signal and for hazard warning.
286-06	BRAKE/ACCELERATOR INTERLOCK DEACTIVATED WARNING	RED	provided by audible alarm and separate red warning lamp on instrument panel. (Must have in California.)
286-0A	RETARDER DISABLE SWITCH LOCATION	DRV	In sawtooth panel above driver.
286-0D	SILENT ALARM	REQ	Required.
286-0F	SILENT ALARM SW LOCATION	SCA	At side console.
286-0P	DIAGNOSTICS PLUG LOCATIONS	005	Under the front dash (left side of the steering column), at the engine switch box, and at inside bottom of SDS box.
286-1W	DRIVER'S SEAT BELT ALARM LOCATION	IPA	Indicator light only on IP panel to warn driver that seat belt is not connected.
289-01	SECUREMENT OF HARNESSES	BSC	Hellerman Tyton clamps with Panduit releasable cable ties.
296-01	WIRING DECAL,REAR PLC AND FUSEBOX	NFI	Provided, laminated.
296-07	SIDE CONSOLE DOOR DECAL LANGUAGE	ENG	English
298-01	WATER TEST DURATION	010	10 minutes.
304-01	EXTERIOR PAINT TYPE	NFI	Axalta Imron Elite high solids polyurethane.
304-02	EXTERIOR PAINT CLEARCOAT	REQ	Required.
304-03	PAINTED JACK PADS	YLW	Safety Yellow.
304-04	PAINTED JACK PADS LOCATION	USC	Under side of the chassis.
304-07	CORROSION PROTECTION	12Y	Grit blasted frame, moisture cure zinc-rich primer (applied for 12 year protection), anti-chip undercoating, corrosion preventive coating sprayed inside frame tubes up to roof line.
304-09	EXTERIOR LOGOS,NFIL	SPL	Required, shipped loose.
304-0A	EXT DECALS,CUSTOMER SPECIFIC	REQ	Required. Customer to provide the Engineering paint group with specific requirements.
304-0E	PASSENGER COMPARTMENT DECAL LANGUAGE	ENS	English / Spanish. Passenger compartment decals are the decals within the area of the coach designed for the seating of passengers and that are intended primarily for passenger viewing.
304-0F	INTERIOR FLEET NUMBER DECALS	REQ	Required.
304-0G	MAINTENANCE DECAL LANGUAGE	ENG	English. Maintenance decals are the decals that will be referenced primarily when performing maintenance on the coach.

304-0H	KNEELING / RAMP DECALS	BSC	NFIL basic ramp & kneeling decal (red on white) and an arrow decal (red and black) provided near the kneeling / ramp deployment lights.
304-0J	AIR TANK DECALS	SPC	Property specific decal required.
304-0M	EXT FLEET NUMBERS,NON-ROOF	NRF	Required (non-reflective).
304-0N	EXTERIOR FLEET NUMBERS,ROOF	NRF	Required (non-reflective).
304-0P	OUTSOURCE SERVICES, PAINT & DECAL	001	Decal Package to be supplied and installed by Decals By Design, INC.
304-0Z	INTERIOR LOGOS, NFI	REQ	NFI logos at standard location.
306-02	FIRE EXTINGUISHERS	DTE	5 lb ABC class. With gauge, hose and mounting bracket. UL compliant for US customers. Tag must be dated by Supplier Inspector or Fire Marshall and affixed to the extinguisher.
306-03	FIRE EXTINGUISHER LOCATION	003	Mounted vertically on the aisle side of the upper forward face of the driver's barrier.
306-05	SAFETY TRIANGLE LOCATION	DSB	In driver's storage box.
350-01	DRIVER'S PEDALS, POSITION / TYPE	A45	Pedals adjustable fore/aft. Brake pedal angle set at 45 degrees from pedal to floor. Throttle pedal angle set at 45 degrees from pedal to floor.
350-04	BRAKE VALVES	NFI	E6.
350-07	TURN SIGNAL SWITCHES	BSC	Basic switches, floor mounted.
350-08	DIMMER SWITCH	BSC	Foot switch located beside side console panel.
350-0C	P.A. SYSTEM SWITCH	TSW	Foot switch located on the top of the turn signal switches.
350-0D	HAZARD WARNING LIGHT SW LOCATION	BSC	On side console.
350-0G	STEERING COLUMN	ZFR	ZF ReAX. Electric assist with tilt and telescopic features.
350-0H	STEERING WHEEL	16A	2 spoke, 16" diameter hard padded.
350-0M	DUAL HORN	BSC	Provided with splash shield.
400-01	JACKING / LIFTING PADS	001	4" diameter round pads at front and rear chassis.
420-02	EXTERIOR SIDE PANELS	NFI	Fiberglass.
420-03	REAR RF MOUNTED AIR SCOOP	SSU	Stainless Steel, unpainted (no coating).
420-05	CURB & STREET ENG,S/CONS DOORS,STRUTS	BSC	Supported by gas struts.
420-06	CURB & STREET ENG COMPT, BATTERY DOORS,LATCHES	CRM	Quarter turn chrome plated 5/16" square key latches. Also, used for the separate battery access door.
420-07	CURBSIDE PROPULSION COMPARTMENT DOOR	XN1	Includes battery disconnect switch access door (using a gas strut). Also includes CNG fuel fill access door.

420-09	DEFROSTER ACCESS DOOR LATCHES	CRM	4 quarter turn chrome plated 5/16" square key latches.
420-0A	STREET SIDE ENGINE (RADIATOR) ACCESS DOOR	WAV	With wavy screen.
420-0B	BATTERY COMPARTMENT DOOR	SOL	Solid door located aft of the curb side rear wheel, separate from the engine compartment.
420-0D	SURGE TANK DOOR	BSC	Basic hinged door.
420-0F	SIDE CONSOLE DOOR LATCHES	CHR	Quarter turn chrome plated 5/16" square key quad latches.
420-0G	PROPULSION DOOR	SOL	Solid door with built-in handle.
420-0H	PROPULSION DOOR STRUTS	TWO	Two, the streetside strut has a locking mechanism.
420-0J	PROPULSION DOOR LATCHES	CHR	Quarter turn chrome plated 5/16" square key quad latches.
420-0M	REAR LICENSE PLATE RETENTION	002	Centered with bottom retainer and two upper inserts.
420-0P	RAIN GUTTER	NFI	0.44" cross section bonded. drain holes and plugs
420-0R	ROOF HATCH INSTRUCTION LANGUAGE	ENS	English / Spanish.
420-15	ROOF HATCH SIZE,REAR	X24	24" X 24"
420-16	ROOF HATCH TYPE,REAR	BSC	Basic hatch/vent.
420-17	ROOF HATCH VENDOR,REAR	TRA	Transpec Worldwide.
420-1B	WIPERS	002	Sprague motors 24 volt electric with Sprague wet arm wipers. Intermittent.
420-1E	WINDSHIELD WASHER BOTTLE	5US	5 US gallon with electric powered pump mounted using 4 weld nuts.
420-1F	WINDSHIELD WASHER FILL LOCATION	NFI	Accessed via a flip-out door built into the exterior side console access door.
420-1G	LOWER DRIVER'S VENT	REQ	Provided.
420-1H	FENDERS	MOL	Molded polyurethane.
420-1M	EXTERIOR UPPER REAR	LOU	Louvered style fiberglass door for rear HVAC.
420-1N	EXT UPPER REAR DOOR STRUTS	2NL	Two, non-locking.
420-1P	EXT UPPER REAR DOOR,LATCHES	CHR	Quarter turn chrome plate 5/16" square key latches.
420-1T	FRONT LICENSE PLATE LOCATION	CEN	On center of defroster door.
420-1U	FRONT LICENSE PLATE RETENTION	RET	Retainer on bumper.
420-24	WIPERS, MOTOR ARM LENGTH	A01	34" long arm.
420-25	WIPERS, WIPER BLADE LENGTH	W01	26" long blade.
420-26	WIPERS, SPRAY STREAMS PER ARM	S02	2 streams per arm.

420-2B	DRIP EDGE FOR REAR CROWN PANEL/HVAC DOOR	REQ	Drip Edge along the bottom edge of the Rear Crown Panel/HVAC door to divert water entering the engine/propulsion compartment.
420-2C	SS REAR UPPER CORNER PILLAR VENTING	4RD	4 round screened openings.
420-2D	UPPER CORNER PILLAR DOOR LATCHES	BSC	Quarter turn chrome plate 5/16" square key latches.
420-2G	EXTERIOR DOOR LANYARD	NRQ	Not required.
421-01	INSULATION,SIDEWALL AND ROOF	POL	Polyisocyanurate foam. meets Docket 90 spec.
421-02	INSULATION,EXHAUST CAVITY	BGF	Heat-resistant fiberglass mat.
421-03	INSULATION, PROPULSION COMPARTMENT	ACO	Noise reduction acoustical foam, retained by perforated aluminum panels.
422-02	CEILING PNLS AFT OF FRT W/HS INCL RR PLC	WHT	Antique white plastic, SST trim.
422-03	CEILING / HVAC COVER PANELS ABOVE FRT W/HS	WHT	Antique White fiberglass.
422-05	ENTRANCE / DRIVER'S AREA PANELS COLOUR	BLK	Black. Includes dash, dest sign c/out, ent. mech. box, driver's o/head panels. and if used, ent. floor heat duct, frt. RH harness cover is black powder coated alum.
422-06	DRIVER'S CEILING PANEL MATERIAL	MEL	Melamine.
422-07	INTERIOR PIER PANEL MATERIAL	MEL	Melamine.
422-08	PIER PANEL COLOUR	WHT	Antique white
422-0A	INTERIOR LWR SIDEWALL MATERIAL	MEL	Melamine
422-0C	INTERIOR SIDEWALL MELAMINE	CHA	Charcoal Grey Gloss
422-0D	INTERIOR PROPULSION COMPT ACCESS PANEL	HIN	A single hinged panel under the rear seat
422-0E	INTERIOR UPPER REAR PANEL	CRG	Bulkhead panel covered with carpet / fabric material. With return air grille for RR mount HVAC system.
422-0F	CARPET / FABRIC,UPR REAR INT PANEL	CHA	Charcoal Grey carpet with 1/2" plywood backing.
422-0H	TRIM,CARPET/MELAMINE UPR RR INT PANEL	STE	Painted steel to match panel.
422-0K	C/S,S/S RR BULKHEAD ACCESS PANELS	CPT	Carpeted DB plywood.
422-0M	HRNS/AIR LINE COVERS AT UPPER DECK	PFB	Painted flat black.
422-0N	FRT DEST SIGN DOOR LATCHES	SQL	Short wing quad latches.
422-0P	DRIVER'S OVERHEAD PANEL	NFI	With locker.

422-0R	DRIVER'S LOCKER LATCH	SQL	Short wing quad latch.
422-0T	DRIVER'S COAT HOOK AND STRAP	FWD	Located on the forward face of the harness cover behind the driver.
422-0U	SECURE DIAGNOSTIC STATION	SDS	Above street side front wheelhouse. Incorporates driver's barrier. With four Take One pockets. Quantity of trays as per customer and / or as per electronic equipment within compartment.
422-0V	SDS ENCLOSURE COLOUR	BLK	Flat Black.
422-0W	SDS ENCLOSURE DOOR LATCHES	011	Two 5/16" sq key quad latch, paddle latch (CH751 key)in center.
422-13	FRONT SUNVISOR / ROLLERBLINDS	MSL	Automotion motorized rollerblind with switch on side console panel, shipped loose.
422-15	SQUARE KEY T-HANDLE	DRV	Located at lower left of driver.
422-16	ENTRANCE MECHANISM BOX DOOR LATCH	2SW	Two short wing quad latches.
422-1B	C/S,S/S REAR BULKHEAD ACCESS PANELS, OPENING METHOD	REM	Removable access panels.
422-1R	FRONT DASH, ACCESS PANEL LATCH	BSC	Quarter turn, black powder coated 5/16" square key quad latches.
422-1W	INTERIOR UPPER REAR PANEL, TRIM OPTIONS	FLT	Flat Trim Design
422-21	INTERIOR UPPER REAR PANEL, OPENING METHOD	HGS	Hinged at top, held open with gas struts.
422-22	INTERIOR UPPER REAR PANEL, LATCHES	001	5/16" square key quad latch.
422-23	REAR PLC ENCLOSURE, LATCHES	001	5/16" square key quad latch.
450-02	FLOORING	PLY	Lower deck uses pressure treated NT ACQ plywood. Upper deck uses composite for step and floor to the rear wheelhouses and NT DB ACQ plywood to the rear.
450-03	DRIVESHAFT / TRANSMISSION / DRIVE MOTOR ACCESS PANELS	1AC	One panel only set in the floor to access the driveshaft.
450-04	DRIVESHAFT/TRANSMISSION ACCESS PANELS TRIM	SST	Stainless steel ring.
450-06	ALTRO FLOOR COVERING	013	Phantom TFCR2772 (2.7 mm / 0.11" thick), for aisle and underseats.
450-0A	STEP TO UPPER DECK	YLW	Yellow anti-slip coating is applied to the edges and vertical faces of the step.
450-0B	FRONT AXLE STANDEE LINE	YLW	One yellow flooring safety line provided fore of the hump at the front axle.
450-0C	ENTRANCE NOSING	B01	Nosing is 2" wide yellow anti-skid applied to the ramp.
450-0D	EXIT NOSING	ALT	2.5" yellow nosing for Altro / Tarabus flooring.

450-0F	REAR SEAT RISER COVERING MATERIAL	B01	Same material and colour as used for the flooring.
450-0J	DRIVER'S PLATFORM FLOORING	A13	Altro, Phantom TFCR 2772 (2.7 mm / 0.11" thick)
450-0K	DRIVER'S PLATFORM TRIM	SST	SST.
450-0M	OUTER WHEELHOUSES	B01	SST front and rear.
450-0N	INTERIOR FRONT W/HOUSE (LUGG RACK) COLOURS	B01	Matte black, painted stipple. An LED aisle light is provided on the streetside. Also, SST scuff guards are provided.
450-0T	TRIM UPPER DECK	ALU	Aluminum.
450-13	INTERIOR FRONT W/HOUSE (LUGG RACK), SCUFF GUARDS	BSC	Standard height scuff guard
450-14	EXIT DOOR, WHEELHOUSE AND UPPER DECK TRIM, MATERIAL	ALU	Aluminum Trim
460-01	WINDSHIELDS	72N	72% light transmittance green laminated. No shade bands.
460-02	WINDSHIELD PROTECTIVE FILM	REQ	Required for coach delivery beyond a 500 mile radius of Final Assembly.
460-04	PASS / DRVR'S WINDOWS MANUFACTURER	AGN	Arow Global frame mounted.
460-06	FRAMED PASSENGER WINDOWS	BFT	Bottom is fixed, top tip-in.
460-07	SDS WINDOW	PSH	Full fixed picture window supported by gas strut with push button mechanism. Glazing matches passenger window.
460-09	FRAMED WINDOW GLAZING	N32	Thermoguard, Blue/Spruce, 70% light transmittance, laminated.
460-0B	FRAMED WINDOW LOCKS	001	Locking set-screw.
460-0C	WINDOW FRAME COLOUR	BLK	All window frames are black anodized.
460-0D	WINDOW EMERGENCY EGRESS	NFI	Minimum quantity based on FMVSS requirements, local, state/provincial, federal regulations or customer spec whichever is greater.
460-0E	SIDE DESTINATION SIGN WINDOWS	CF4	Curb side. Fixed top and fixed bottom. Top and bottom matches passenger window glazing. (review 470 for side sign details).
460-0G	WINDOW GLAZING REPLACEMENT	RAP	Rapid replacement.
460-0H	PASS WINDOW LINERS AND COATINGS	A01	0.12" acrylic liners on all windows.
460-0J	PASS WINDOW THICKNESS	6MM	6 mm.
460-0M	DRIVER'S WINDOW,FRAMED	DSN	With fore and aft sliding sashes. The forward sash has exterior and interior handles. Non-egress.

460-0N	AFT SASH,FRAMED DRIVER'S WINDOW	HLA	With interior handle and latch.
460-0P	DRIVER'S WINDOW GLAZING	LWT	Laminated with Thermoguard, Blue/Spruce, 70% light transmittance.
470-01	DESTINATION SIGNS MFR	ASY	Aesys, display system.
470-02	DEST SIGN CONTROL UNIT LOCATION	OVR	Under driver's overhead panel at forward position of sawtooth panel.
470-07	FRONT DESTINATION SIGN GLASS	LAM	Laminated.
470-0A	CURB SIDE DESTINATION SIGN LOCATION	2WI	At the second window, aft of the entrance door.
470-0H	REAR ROUTE SIGN,LOCATION	UCS	At the upper curb side.
470-0P	AVA / AVL SYSTEM	AVL	Avail system
470-10	AVA/AVL LED SIGN LOCATION	REQ	Required on the HVAC overhead enclosure at front.
470-11	AUTO VEHICLE MONITORING SYSTEM (AVM)	FMA	Fuel Master
470-16	NFI CONNECT-DIAGNOSTIC & MONITORING SYSTEM	PRV	NFIL interface wiring provisions.
470-17	DMAS LOCATION	API	Mounted on A-pillar.
470-1H	AESYS CURB SIDE DEST SIGN	A01	Amber LED, 16x160 pixles.
470-1J	AESYS FRONT DEST SIGN	A01	Full Color LED, 24x200 pixles.
470-1M	AESYS REAR ROUTE SIGNS	A01	Amber MK3 LED, 16x48 pixles
470-1P	AVA/AVL LED SIGN	010	Avail Sunrise LED sign, amber, 16 character. Supplied by Avail. Cutout Size 26.40" X 2.375".
470-1Y	DESTINATION SIGN WIRELESS UPDATES	DSW	Wireless Module for updating destination sign's
470-20	NF CONNECT SUBSCRIPTION TERM	003	3 years.
470-22	GEOFENCE REQUIREMENT	NRQ	Not required
470-24	NFI CONNECT-DIAGNOSTIC & MONITORING SYSTEM - SECONDARY	NRQ	Not required.
470-25	NFI CONNECT PRIMARY SUBSCRIPTION TIER	NRQ	Not required.
470-26	NFI CONNECT SECONDARY SUBSCRIPTION TIER	NRQ	Not required.
470-27	GEOFENCE SWITCH TYPE	NRQ	Not required.
470-28	GEOFENCE SWITCH LOCATION	NRQ	Not required.
480-02	EXTERIOR MIRROR MANUFACTURER	HAD	Safe Fleet

480-03	EXTERIOR SS MIRROR GLASS STYLE	2PC	2/1 (upper portion is flat, lower portion is convex).
480-04	EXTERIOR SS MIRROR GLASS SIZE	011	10" x 11"
480-05	EXTERIOR SS MIRROR HEATING REQUIREMENTS	REQ	Heated.
480-06	EXTERIOR SS MIRROR POWER OPTIONS	SIR	Single remote control. (If two pieces of mirror, then upper piece is remote controlled.)
480-08	EXTERIOR SS MIRROR ARM FUNCTIONALITY	PUL	Pull back. Mirror arm is manually returned to its previously set position after deflection.
480-09	STREET SIDE MIRROR MOUNT	LOW	Low mount.
480-0E	EXTERIOR CS MIRROR GLASS STYLE	2PC	2/1 (upper portion is flat, lower portion is convex).
480-0F	EXTERIOR CS MIRROR GLASS SIZE	011	10" x 11"
480-0G	EXTERIOR CS MIRROR HEATING REQUIREMENTS	REQ	Heated.
480-0H	CURB SIDE MIRROR POWER OPTIONS	SIR	Single remote control. (If two piece mirror, then upper piece is remote controlled.)
480-0K	EXTERIOR CS MIRROR ARM FUNCTIONALITY	PUL	Pull back. Mirror arm is manually returned to its previously set position after deflection.
480-0V	STREET /CURB SIDE MIRROR W/TURN SIGNAL	INM	LED, in mirror glass.
480-11	STREET / CURB SIDE HEATED MIRROR ACTIVATION	SSC	Controlled by switch at the side console with a light.
480-13	DRIVER'S REAR VIEW MIRROR	BFL	8" x 15", black, flat.
480-14	SPOT MIRROR	6DF	6" diameter flat mirror with short arm, located at curbside front.
480-15	EXIT DOOR MIRROR	12C	Convex, 12" diameter, mounted on curved modesty panel stanchion.
480-26	STREET/ CURB SIDE MIRROR ARM MATERIAL	CAR	Carbon steel
490-01	ENTRANCE DOOR DRIVE SYS	ELC	Electric
490-02	ENTRANCE DOOR	VAP	Vapor slide glide.
490-03	ENTRANCE DOOR LIMIT SWITCH SET-UP	PRX	Solid state proximity switch.
490-04	ENTRANCE EMERGENCY RELEASE VALVE	PVD	Within mech box.
490-05	ENTRANCE DOOR MAGNETIC DUMP VALVE	REQ	required, located at baseplate venting entrance door
490-07	ENTR/EXIT FRANG.COVER,LANGUAGE	ESP	English and Spanish.

490-09	ENTRANCE DOOR COLOUR, INTERIOR	BLK	Black
490-0B	ENTRANCE DOOR HANDLES	YLW	Yellow powder coated.
490-0K	ENTRANCE DOOR GLAZING	BSC	Full length single piece, 72% green.
490-0V	ENTR/EXIT FRANG.COVER	PER	Perforated cover.
490-0W	ENT AND EXIT DOORS, INTERIOR AND EXTERIOR PANEL COLOR	BLK	Black Powder Coat
491-01	EXIT DOOR DRIVE SYS	ELE	Electric with pneumatic emergency release.
491-03	SLIDE GLIDE EXIT LIMIT SWITCH	PRX	Solid state proximity switch.
491-04	EXIT DOOR CONTROL	CLA	Vapor Class Acoustic Sensing System. Activates door opening and detects obstruction on closing.
491-05	CLASS SYSTEM INSTRUCTION DECAL	ESP	English and Spanish, text and characters as per customer requirement.
491-06	CLASS SYSTEM VOICE ANNUNCIATION	FES	Female voice. English and Spanish instructions programmed as per customer requirement.
491-0D	EXIT DOOR SENSITIVE EDGE	SVE	Pneumatic sensitive vertical edge sensor provided at all exit doors.
491-0H	EXIT FRANGIBLE COVER SECUREMENT	MAG	Magnetic latch.
491-0M	EXIT DOOR ASSIST HANDLES	004	Yellow powdercoated, UPA-3 Aluminum
491-0P	EXIT DOOR GREEN LIGHT	LED	LED green light indicates that the exit door is set to open.
491-0T	EXIT DOOR ALARM	B01	Buzzer and red 'rear door open' indicator at the instrument panel activated when the sensitive edge is triggered.
491-0U	EXIT DOOR GLASS SIZE	A03	2/3 top, no glass at bottom. With interior kick plate.
491-0V	EXIT DOOR GLAZING	6MM	6 mm
491-12	EXIT DOOR GREEN LIGHT MOUNTING ORIENTATION	HOR	Exit door green light mounted horizontally on baseplate
491-15	EXIT DOOR MANUFACTURER	VAP	Vapor.
491-16	EXIT DOOR OPENING TYPE	SGL	Slide glide.
491-17	EXIT DOOR WIDTH	MED	Medium
491-18	EXIT DOOR PANEL MODEL	AMV	Ameriview.
491-19	CURBSIDE REAR EXIT DOOR	REQ	Required.
491-20	CURBSIDE CENTER EXIT DOOR, 60'	NRQ	Not required.
491-21	STREETSIDE REAR EXIT DOOR	NRQ	Not required.
491-22	STREETSIDE CENTER EXIT DOOR, 60'	NRQ	Not required.
526-01	40' PASSENGER SEAT QUANTITY	039	39

526-04	PASSENGER SEAT MANUFACTURER	AME	American Seating.
526-07	AMERICAN SEATING SEAT MODEL	VIS	Vision stainless seat. Details as per customer spec.
526-09	REAR BENCH SEAT	NFI	1-3-1 hinged seat.
526-0A	PASSENGER SEAT MOUNTING	CAN	Cantilever
526-0B	SEAT MOUNTED GRABRAIL	SST	Stainless steel
526-0C	FIRST SEAT, CURBSIDE UPPER REAR	FFA	Forward facing.
526-0D	FIRST SEAT, STREETSIDE UPPER REAR	FFA	Forward facing.
526-0F	PASSENGER SEATING BARRIER	PED	Pedestal mounted barrier.
526-0G	SEAT POSITION,FORWARD OF REAR EXIT	FFA	Forward facing.
526-0U	ERGO TRANSIT DRIVER'S SEAT MODEL	B01	Ergo AM80
526-0W	DRIVER'S SEAT COVER	FVB	Fabric insert with vinyl boxing.
526-0Y	DRIVER'S SEAT BELT	LHS	Lap belt with retractor on left hand side.
526-0Z	DRIVER'S SEAT BELT ALARM SWITCH	REQ	Required.
526-10	DRIVER'S SEAT BELT COLOR	BLK	Black
526-11	DRIVER'S SEAT BELT SWITCH	001	Required with 'Not Fastened" configuration, normally open switch.
526-14	DRIVER'S SEAT BASE RISER MATERIAL	SST	SST
526-15	DRIVER'S SEAT PARK BRAKE ALARM	REQ	Switch is required in seat cushion to trigger driver's park brake alarm (ref. option 246-0G).
526-17	DRIVER'S SEAT HEADREST	VNL	Required, vinyl headrest.
526-18	WHEELCHAIR POSITIONS,QUANTITY	B01	Two. At basic locations, one aft of the curbside and one aft of the streetside front wheelhouses.
526-19	CS WHEELCHAIR RESTRAINT SYSTEM	ARM	Forward facing barrier with Advance Restraint Module front restraint.
526-1A	SS WHEELCHAIR RESTRAINT SYSTEM	ARM	Forward facing barrier with Advance Restraint Module front restraint.
526-1D	SHOULDER HARNESS,W/CHR RESTRAINTS	FIX	Secured to structure (pier panel),one on curbside and one on streetside. High mount harness location for aisle facing seats.
526-1F	STANCHION / GRABRAIL STYLE	CUR	Curved style vertical stanchions. Using cast SST fittings for vertical and horizontal stanchions.
526-1G	OVERHEAD HORIZONTAL GRABRAILS	SST	SST
526-1H	OVERHEAD GRABRAIL HANDHOLD STRAPS	GPU	Grey PVC straps, loose on horizontal stanchions, locations as per customer spec.

526-1J	OVERHEAD GRABRAIL HANDHOLD STRAPS,QUANTITY	008	Eight
526-1K	COLOR - STANCHIONS AT EXITS & RR RISER STEP	SST	SST
526-1N	VERT AFT OF S/S FRT W/HOUSE	VSS	To match colour of vertical seat stanchions (see Option 526-1T).
526-1P	VERT FORE OF C/S FRT W/HOUSE	SST	SST
526-1R	VERT AFT OF C/S FRT W/HOUSE	SEA	To match colour of vertical seat stanchions (see option 526-1T).
526-1T	COLOR - VERTICAL STANCHIONS AT SEATS	SST	SST
526-22	FRONT CURBSIDE LUGGAGE RACK	001	Horizontal tube wrapping around fore, aisle, and aft sides
526-23	FAREBOX GRABRAIL STYLE	006	Wrap around stanchion with high wrap position, with black padding and basic dash stanchion.
526-25	MODESTY PANEL MATERIAL	ALU	Aluminum leathergrain. Laminated sandwich construction with aluminum skin on both sides.
526-27	C/SIDE FORE UPR DECK MOD PNL, GAP	NFI	Approximately 2" diagonally.
526-29	BARRIER AT STREET SIDE REAR RISER	MOD	Modesty panel (material and color per 526-25/526-26).
526-2J	DRIVER'S DOOR	ARE	One piece, full height Arow Global driver's door with extended sliding glass top.
526-2M	BARRIER FWD OF EXIT(S)	UPB	Upper panel, 0.5" clear polycarbonate, basic width.
526-2T	EMERGENCY INSTRUCTIONS	ESP	English / Spanish.
526-32	DRIVER'S SEAT, FORE/AFT SEAT TRAVEL	FA1	The fore / aft seat travel is 9.45".
526-35	DRIVER'S DOOR PANEL MATERIAL	T02	9 mm, AS2 laminated tempered glass with an anti-reflective coating.
526-37	FRONT CURBSIDE LUGGAGE RACK COLOR	SST	SST
526-3B	FAREBOX GRABRAIL COLOR	BLK	Black
526-3V	SEAT FWD OF REAR BENCH SEAT	FWD	Forward facing.
549-01	HVAC UNIT 1	TK4	Rear TK T15 rear A/C unit.
549-04	HVAC UNIT MOTOR TYPE	NFI	Brushless motor for primary heating & cooling system.
549-05	REFRIGERANT	134	R-134a freon
549-06	HVAC AIR INTAKE	AIR	Recirculated air only.
549-07	HVAC RETURN AIR FILTER	RPF	TK polyester (disposable) filter.
549-0A	HVAC PULLDOWN SPEC	PD2	Will meet the APTA 115F TO 95F Pull Down, 20 minute time limit test requirements and any less stringent test requirement inside the temperature range. (ex. 110F to 95F in 20 minutes or 115F to 95F in 30 minutes).

549-0C	HVAC SYSTEM VALVES	BVB	Brass ball valves with basic handles.
549-0D	A/C AND HEATER LINE CLAMPS	IDE	Ideal.
549-0E	A/C COMPRESSOR	430	Thermo King X430.
549-0F	A/C COMPRESSOR HOSE	DUR	Duraflex convoluted stainless steel, braided.
549-0J	HVAC ELECTRONICS	TK1	Thermo King Intelligaire 3, valid for A/C or heater units. With limited diagnostic capabilities.
549-0K	HVAC CONTROL PANELS	TKD	Thermo King, installed in sawtooth panel above driver.
549-0M	HVAC PROGRAM SETPOINTS	76F	Adjustable; 64F - 76F
549-0N	A/C PRESSURE READINGS	TK1	Obtained via the Thermo King Intelligaire 3 control panel.
549-0Y	HVAC BOOSTER FAN	MCC	BCC overhead fan with brushless motor.
549-16	BOOSTER PUMP	260	Valeo SPump 260W CAN capable.
549-1A	DEFROSTER	004	BCC 3 speed brushless SPAL blower, plastic end-caps, electrically controlled damper with on/off interlock.
549-1E	AUXILIARY/CABIN HEATER	NRQ	Not required.
549-1G	AUXILIARY HEATER AIR INTAKE	DIF	In engine compartment, with diffuser.
580-01	FRONT WHEELCHAIR RAMP	NFF	NFIL ramp at front door. 32" wide, with 1:7 slope.
580-02	FRONT RAMP CONTROL	SWV	Switch integrated with vapor door controller at the side console.
580-08	WHEELCHAIR RAMP,SURFACE	FMJ	Covered with Full Metal Jacket anti-skid treatment. The leading edge is yellow FMJ, the side flanges are painted yellow.
580-0G	KNEELING/RAMP DEPLOYMENT WARNING BEEPER	MED	IP68-rated beeper, medium loud fast beep.
580-0H	FRONT KNEELING/RAMP DEPLOYMENT WARNING BEEPER LOCATION	BSC	Curbside under front mask.
600-05	BACK-UP ALARM	BSC	Basic alarm located on curbside.
600-0J	SDS TRAY QUANTITY	004	Four trays total.
600-0M	FAREBOX PEDESTAL	BSC	Stainless Steel Material. Length = 26.56"; Front fore length = 12.36"; Width = 13.96"; Height = 6"
600-1F	DRIVER'S STORAGE BOX BEHIND SEAT	CPR	Basic box with lift & turn compression latch, no key.
600-1R	REGISTR/MAINT HOLDER	005	One 9.5"x6" polycarbonate registration holder
600-23	COFFEE CUP HOLDER/TRAY	CH4	Round coffee cup holder, black.
600-24	TRASH CONTAINERS	004	Trash receptacles, stainless steel by ASI
600-26	RADIO,COMMUNICATION SYSTEM	PRV	Provisions for system. Installation of antenna (s),cabling and ground plates, as per customer spec.
600-31	FIRE SUPPRESSION	AMS	Amerex SafetyNet system.
600-32	FIRE SUPPRESSION BOTTLE LOCATION	BSC	Streetside behind light panels.

600-33	FIRE DETECTION SENSORS	A18	Amerex fire detection sensors - two at streetside and two at curbside of engine compartment, one in the side console, SDS box, rear PLC compartment, and A/C compartment.
600-34	FIRE SUPPRESSION BOTTLE	003	25 lb Amerex AVT dry chemical agent tank without inline blowout adapter.
600-35	FIRE SUPPRESSION BOTTLE ACCESS DOOR	002	Required without sight window.
600-36	FIRE SUPPRESSION DISPLAY PANEL LOCATION	MID	Under driver's overhead panel at middle position of sawtooth panel.
600-37	FIRE SUPPRESSION, UNINTERRUPTIBLE POWER SUPPLY (UPS) BATTERY BACKUP	REQ	Required.
600-3N	METHANE DETECTION, CNG	AMS	Amerex Safety Net System, details as per customer spec.
600-3P	METHANE DETECTOR LOCATION	003	Four detectors on the roof, one in the engine compartment, and one in the A/C compartment.
600-3V	BICYCLE RACK MANUFACTURER/MODEL	DNF	Sportworks, DL2-NP (narrow profile),front mounted.
600-3W	BICYCLE RACK MOUNTING	QUI	TSB (ten second bracket) quick release slide-in standoff with incorporated pivot.
600-3Y	BICYCLE RACK REMOVAL	BOL	Bolted rack.
600-3Z	BICYCLE RACK MATL/COLOR	SAT	SST, satin anti glare finish.
600-40	BICYCLE RACK DEPLOY INDICATOR LIGHT	REQ	Required.
600-42	BICYCLE RACK INSTRUCTIONS	ENG	English
600-4D	VIDEO/INFOTAINMENT SYSTEM	AVA	Avail
600-4E	VIDEO/INFOTAINMENT DISPLAY QTY	001	One
600-5A	AUTOMATIC PASSENGER COUNTER SYSTEM	FUL	Full system.
600-5B	AUTOMATIC PASSENGER COUNTER VENDOR	IR8	IRIS/IRMA (provided by Avail)
600-5K	AUTOMATIC PASSENGER COUNTER (APC) EXIT DOOR BASEPLATE SENSOR, QTY	ONE	One
600-5M	IRIS/IRMA AUTOMATIC PASSENGER COUNTER (APC) MODEL	IRM	Matrix
600-67	REGISTR/MAINT HOLDER LOCATION	005	Mounted on SDS enclosure behind driver.

600-68	TRASH CONTAINERS LOCATION	OFD	On front dash.
600-69	ADDITIONAL TRASH CONTAINERS	002	Waste basket, black plastic by Rubbermaid.
600-6A	ADDITONAL TRASH CONTAINERS LOCATION	T00956	Rear of C/S luggage rack, inside rack.
600-6C	GROUND STRAP #2 LOCATION	001	Rear of coach, street side off of bulkhead.
600-6F	FAREBOX PEDESTAL TREATMENT	2BY	Black full metal jacket, with yellow metal jacket on the top face.
600-6R	COFFEE CUP HOLDER/TRAY LOCATION	CL2	On side face of side console.
600-81	ANTENNA	REQ	Required.
600-87	BICYCLE RACK DEPLOYMENT SWITCH	REQ	Required.
600-8J	CAMERA UNDER DESTINATION SIGN, FACING OUT WINDSHIELD	NRQ	Not required.
600-8K	CAMERA ABOVE DRIVER'S AREA, FACING ENTRANCE	NRQ	Not required.
600-8M	CAMERA ABOVE ENTRANCE AREA, FACING DRIVER	NRQ	Not required.
600-8N	CAMERA BELOW MECH BOX, FACING FRONT SEATING	NRQ	Not required.
600-8P	CAMERA ABOVE REAR EXIT AREA, FACING REAR DECK SEATS	NRQ	Not required.
600-8R	CAMERA FACING REAR EXIT DOOR	NRQ	Not required.
600-8T	CAMERA ABOVE REAR EXIT AREA, FACING FRONT SEATS OR JOINT AREA	NRQ	Not required.
600-8U	CAMERA ON CEILING AT REAR DECK, FACING FORWARD	NRQ	Not required.
600-8V	EXTERIOR CAMERA, FRONT CURB SIDE FACING REAR	NRQ	Not required.
600-8W	EXTERIOR CAMERA, FRONT STREET SIDE FACING REAR	NRQ	Not required.
600-8Y	EXTERIOR CAMERA, REAR CURB SIDE FACING FRONT	NRQ	Not required.
600-8Z	EXTERIOR CAMERA, REAR STREET SIDE FACING FRONT	NRQ	Not required.
600-90	EXTERIOR BACKUP CAMERA, FACING BEHIND BUMPER	NRQ	Not required.

600-91	CAMERA FACING MIDDLE EXIT DOOR	NRQ	Not required.
600-92	CAMERA ON MID CEILING, FACING REARWARD TO JOINT AREA	NRQ	Not required.
600-93	CAMERA ON MID CEILING, FACING FORWARD AT FRONT SEATS	NRQ	Not required.
600-94	EXTERIOR CAMERA, MID CURB SIDE FACING REAR	NRQ	Not required.
600-95	EXTERIOR CAMERA, MID STREET SIDE FACING REAR	NRQ	Not required.

ITEM # 25

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: John Soria, Director of Transportation

SUBJECT: **APPROVE AGREEMENT NO. 4419 WITH NEW FLYER OF AMERICA, INC. TO PURCHASE THREE, FORTY-FOOT, HEAVY DUTY HYDROGEN FUEL CELL ELECTRIC TRANSIT BUSES**

DATE: May 27, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Agreement No. 4419 with New Flyer of America, Inc. (New Flyer), to purchase three (3), forty-foot (40'), Heavy Duty Hydrogen Fuel Cell Electric Buses (FCEBs); and
2. Authorize the City Manager and/or his designee to approve change orders for up to two percent (2%) of the total agreement amount; and
3. Amend the Fiscal Year 2025-26 adopted operating budget to increase appropriations by $801,888, in Account No. 600-90-915-6082 (Transit, Corporate Shop, Vehicle Purchases) ; and
4. Take such additional, related action as may be desirable.

FISCAL IMPACT:

The three (3) Hydrogen Fuel Cell Electric Buses (FCEBs) will be purchased utilizing Federal Transit Administration (FTA) Pre-Award Authority in anticipation of Grant Application 1657-2025-1, alongside Senate Bill 1 (SB1)/State Transit Assistance (STA) funds awarded in Fiscal Year 2024-25. While the designated grants provide a total allocation of $5,360,510, the estimated purchase cost, including a two percent (2%) contingency is $6,162,398.

To address the remaining $801,888, the Transportation Department's FY 2025-26

adopted operating budget will be amended to increase appropriations by the corresponding amount in Account No. 600-90-915-6082 (Transit, Corporate Shop, Vehicle Purchases). By exercising Pre-Award Authority, the Transportation Department acknowledges that all Federal requirements must be met to ensure eligibility for future reimbursement.

FUNDING SOURCES	ACCOUNT NUMBER		BALANCE
Pre-Award Authority FTA Grant	TBD	$	3,597,375
SB1/STA FY 2024-25	202-922-2025	$	1,763,135
Transit Operating Budget	600-90-915-6082	$	801,888
TOTAL		**$**	**6,162,398**

A summary of the total project expenses, including the bus purchase, training and tooling, contingency allotment, contract deliverables, and taxes are as follows:

PROJECT EXPENSES		TOTAL
(3) New Flyer Fuel Cell Electric Buses	$	$5,482,465
Tax	$	559,102
Subtotal	**$**	**6,041,567**
Contingency (2% of the base amount)	$	102,831
TOTAL EXPENSES	**$**	**6,162,398**

BACKGROUND/DISCUSSION:

The City of Montebello operates Montebello Bus Lines (MBL) with a fleet of sixty-six (66) heavy duty transit buses, including three (3) battery electric buses, three (3) FCEBs, twenty-six (26) hybrid, and thirty-four (34) Compressed Natural Gas (CNG) buses. This fleet serves over 2.6 million riders annually across thirteen local communities. To ensure the delivery of quality and reliable transportation services to the City and neighboring communities. MBL consistently evaluates and assesses the condition of its fleet. In accordance with the City's Administrative Policy, No. VI-C-3: Capital Asset Policy, staff recommend the replacement of three (3) New Flyer Hybrid transit buses (manufacturer year 2009).

These buses have exceeded the useful life benchmark (ULB) defined by FTA Circular 5010.1E, Chapter IV, which establishes a minimum service life for heavy-duty transit buses (35-40 feet) of twelve (12) years or 500,000 miles. Having exceeded the federal ULB, replacing these buses is essential to maintain State of Good Repair (SGR) standards, reduce escalating maintenance costs associated with an aging fleet, and ensuring the continued safety and reliability of service for MBL's passengers and operators.

The three (3) new FCEBs will be purchased through the procurement process outlined in Montebello Municipal Code ("MMC") Section 3.20.125 – "Piggybacking Purchasing Agreement" and as authorized under California Government Code section 54202. In

accordance with MMC 3.20.125(A), the City will enter into a purchase agreement with New Flyer (Attachment A) using the base pricing and terms established in the Basin Transit / CALACT Contract #23-01 (Cooperative Contract No. 23-01), which expires on July 31, 2026 (Attachment B).

New Flyer has fully complied with all the stipulated requirements, and technical specifications, of the cooperative agreement. MBL staff has conducted a thorough review of all federal clauses (Attachment C) and procurement documents to ensure FTA compliance. In addition, MBL predominantly operates a fleet of New Flyer CNG, FCEBs and battery electric transit buses. Therefore, procuring additional buses from the same manufacturer aligns with the City's ongoing efforts to standardize its fleet. If approved, the delivery of all three (3) buses to MBL is anticipated on or before the end of the first quarter of 2028 (March).

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends the City Council approve Agreement No. 4419, attached hereto in substantial form (Attachment A), with New Flyer to purchase three (3), forty-foot (40’), Heavy Duty FCEBs using the base pricing and terms established in Cooperative Contract No. 23-01; authorize the City Manager and/or his designee to approve change orders for up to two (2%) of the contract amount as necessary; amend the FY 2025-26 adopted operating budget to increase appropriations by $801,888 in Account No. 600-90-915-6082 (Transit, Corporate Shops, Vehicle Purchases); and direct staff to take such additional, and related, action as may be desirable.

ATTACHMENT(S)

1. Attachment A – Proposed Draft Agreement No. 4419
2. Attachment B – Basin Transit_CALACT Contract #23-01
3. Attachment C – Federal Required Clauses
4. Attachment D – New Flyer Proposal and Cost Sheet

ATTACHMENT A

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 4415 WITH NEW FLYER OF AMERICA, INC

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **May 27, 2026** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and NEW FLYER OF AMERICA, INC. (the "VENDOR"). The CITY and the VENDOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to procure three (3), forty-foot (40'), heavy-duty hydrogen fuel cell electric transit buses (FCEBs) from a qualified vendor to support Montebello Bus Lines' fleet replacement needs; and

WHEREAS, the VENDOR represents that it is fully qualified to provide such goods by virtue of its experience and the training, education, and expertise of its principals and employees.

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. Basin Transit / CALACT Contract #23-01 (Cooperative Contract No. 23-01).
3. All other documents, including but not limited to all applicable bonds, insurance certificates, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

a. All terms, conditions, requirements, and provisions of the Basin Transit / CALACT Contract #23-01 (Cooperative Contract No. 23-01), as such is set forth fully in Exhibit "A" hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

b. The Vendor shall provide to the City all goods, equipment, materials, and incidentals necessary to furnish three (3), forty-foot (40'), heavy-duty fuel cell electric transit buses (FCEB), as set forth fully in the Basin Transit / CALACT Contract #23-01 (Cooperative Contract No. 23-01), as such is set forth fully in Exhibit "A" hereto and incorporated fully herein by this reference (hereinafter "Goods").

c. The Vendor shall be compensated for performance of this Agreement as set forth in the Schedule of Compensation attached hereto as Exhibit "B" and incorporated fully herein by this reference ("Compensation"). The Vendor shall provide an itemized invoice to the City in accordance with the delivery and acceptance of the Goods. The Vendor shall not incur fees or costs which exceed the Compensation without the prior written consent of the City.

SECTION 3. TERM.

a. This Agreement shall commence on the Effective Date and shall remain in effect until all Goods, including all vehicles, parts, and associated equipment and services, have been fully delivered to and accepted by the City at 400 S Taylor Ave, Montebello, CA 90640, unless terminated earlier as hereinafter provided.

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

SECTION 4. PERFORMANCE.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

a. The VENDOR hereby agrees that all work product produced pursuant to this

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

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

b. Termination for Convenience. The CITY shall have the option, at its sole

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT VENDOR.

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

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

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

insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

b. In executing this Agreement, it has carefully read this Agreement, knows the

contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

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

SECTION 21. MISCELLANEOUS.

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

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

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

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

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

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

SECTION 22. NOTICE.

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

demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY:
City of Montebello
Attn: Raul Alvarez, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: ralvarez@montebelloca.gov

With a copy to:
City of Montebello – Transportation
Attn: John Soria, Director of Transportation
400 South Taylor Avenue
Montebello, CA 90640
(323) 558-1625 ext. 1315
Email: jsoria@montebelloca.gov

If to VENDOR:
VENDOR Name
Attn: _____
Address
City, CA #####
(###) ###-####
Email:

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

[**SIGNATURE PAGE TO FOLLOW**]

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

("CITY")	("VENDOR")
CITY OF MONTEBELLO	**NEW FLYER OF AMERICA, INC**
Raul Alvarez, City Manager	Full Name, Title

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Basin Transit / CALACT Contract #23-01 (Cooperative Contract No. 23-01) and VENDOR's Proposal
- Exhibit B – Schedule of Compensation

EXHIBIT “A”

Basin Transit / CALACT Contract #23-01 (Cooperative Contract No. 23-01) and VENDOR’s Proposal

EXHIBIT “B”

Schedule of Compensation

MBTA CONTRACT # 23-01 NEW FLYER

AGREEMENT REGARDING PURCHASE OF TRANSIT VEHICLES.

THIS AGREEMENT is made and entered into on **July 31, 2024** between and among **New Flyer of America Inc.**, with its principal place of business located at 6200 Glen Carson Drive, St. Cloud Minnesota, 56301 ("SELLER"), and **BASIN TRANSIT** ("Morongo Basin Transit Authority/MBTA"). SELLER and Basin Transit may be referred to herein individually as "Party" or collectively as "Parties."

R E C I T A L S

WHEREAS, MBTA, by its Request for Proposals #23-01, duly advertised for written proposals to be submitted for the purchase of Heavy Duty Transit ("BUSES") on behalf of itself and Consortium members ("Consortium") identified in the Participating Agencies List in the RFP collected by the California Association of Coordinated Transportation ("CalACT") and,

WHEREAS, the MBTA's RFP is attached hereto as Exhibit "A", and is incorporated herein by reference as if set forth in full; and

WHEREAS, SELLER submitted a sealed proposal in response to BASIN TRANSIT's Notice Inviting Proposals; and

WHEREAS, after it was determined that SELLER was a successful responsive and responsible proposer for battery electric, compressed natural gas, diesel, diesel hybrid and hydrogen fuel cell powered buses; and

WHEREAS, SELLER's proposal in response to BASIN TRANSIT's Notice Inviting Proposals is attached hereto as Exhibit "B," and is incorporated herein by reference as if set forth in full; and

WHEREAS, the BASIN TRANSIT Board of Directors has authorized the staff via Resolution and board action to award contracts and accept SELLER'S proposal through agreement by and between SELLER and BASIN TRANSIT upon the terms and conditions set forth herein; and

WHEREAS, BASIN TRANSIT has fully complied with all federal, state, and local laws governing public procurement process for the purchase of the BUSES;

NOW, THEREFORE, incorporating the foregoing recitals herein, for and in consideration of the promises and of the mutual covenants and agreements herein contained, SELLER and BASIN TRANSIT hereby agree as follows:

1. **CONTRACT DOCUMENTS.** This Agreement, along with all Exhibits referenced herein, and including without limitation, all documents referenced in said Exhibits shall hereinafter be referred to as the "Contract Documents." In the event of any conflict, the Contract Documents, including specifically RFP #23-01 and any addendums thereto, shall take priority in interpreting the respective rights and obligations of the Parties created by this Agreement. Any contract, agreement, or other document subsequently created by any Party in connection with a purchase order issued pursuant to this Agreement and which changes or otherwise modifies the terms and conditions set forth in the Contract Documents shall not be valid without the prior written approval of both of the Parties to this Agreement.

2. **DESCRIPTION OF BUSES PURCHASED.** SELLER hereby agrees that it shall sell the BUSES as more particularly described in RFP #23-01 (attached hereto as Exhibit "B") to any and all participants named in the RFP who desire to purchase such BUSES from SELLER. BUSES are to be vehicles with less than 4000 miles and that have never been previously registered.

3. **CONTRACT PRICING.** SELLER hereby agrees to sell such BUSES as more particularly described in RFP #23-01 (attached hereto as Exhibit "B") under the terms and conditions set forth in RFP #23-01.

4. **DELIVERY.** SELLER shall deliver F.O.B. per terms and conditions of BASIN TRANSIT RFP #23-01 Section SP 7.4, 11 and 12 and as proposed.

5. **PAYMENT BY CONSORTIUM PARTICIPANTS.** SELLER shall collect payment from Consortium participants within thirty (30) days after the delivery and acceptance of the BUSES by the participant, and a receipt of an invoice thereof, per RFP #23-01, Section SP 10.

6. **NO ASSIGNMENT**. Neither this Agreement, nor any interest in it, may be assigned or transferred by any Party without the prior written consent of all of the Parties to this Agreement.

7. **NO ATTORNEYS' FEES**. If litigation is required to enforce or interpret the provisions of this Agreement, neither SELLER nor the Cooperative shall be entitled to an award of attorneys' fees or costs, but shall be entitled to any other relief to which it may be entitled by law.

8. **MODIFICATION**. This Agreement may be modified only in a writing approved by the BASIN TRANSIT Board and signed by all Parties.

9. **GOVERNING LAW**. The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in San Bernardino County, California.

10. **NO WAIVER OF DEFAULT**. The failure of any Party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

11. **FURTHER ASSURANCES**. Each Party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

12. **BINDING EFFECT; CONTEXT; COUNTERPARTS**. Subject to Paragraph 6, the rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the contract and their heirs, administrators, executors, personal representatives, successors and assigns. Whenever the context so requires, the masculine gender and includes the feminine and neuter, and the singular number includes the plural. This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.

13. **NON-INTEREST**. No officer or employee of BASIN TRANSIT shall hold any interest in this Agreement (California Government Code section 1090).

14. **CORPORATE AUTHORITY**. Each individual signing this Agreement on behalf of an entity represents and warrants that he or she is respectively, duly authorized to sign on behalf of the entity and to bind the entity fully to each and all of the obligations set forth in this Agreement.

15. **INDEMNIFICATION.** Indemnification will be as per the terms and conditions specified in RFP #23-01, GC 9.1.

16. **WARRANTY**. The BUSES are warranted by SELLER to be new and to be free from defects in material and workmanship pursuant to and in accordance with those certain manufacturer's warranties collectively attached hereto as Exhibit "B", and as submitted in response to RFP #23-01 by SELLER and incorporated herein by reference as if set forth in full. During said warranty periods, the BUSES shall maintain structural and functional integrity. The warranty is based on regular operation under operating conditions prevailing in the purchaser's operating area.

17. **WARRANTY OF FITNESS**. SELLER hereby warrants that the BUSES and all materials furnished shall meet the requirements and conditions of the Contract Documents and shall be fit for the purposes intended. Acceptance of this warranty and acceptance the BUSES and materials to be manufactured or assembled pursuant to the specifications in these Contract Documents shall not waive any warranty, either express or implied

18. **NOTICE.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon depositing in the United States mail. The Parties shall be addressed as follows, or at any other address designated by proper notice:

BASIN TRANSIT:
Joe Meer
Director of Cooperative Purchasing Programs
Morongo Basin Transit Authority
62405 Verbena Road
Joshua Tree, California 92252

SELLER:
Jennifer McNeil
Vice President of Sales and Marketing
New Flyer of America, Inc.
6200 Glen Carson Drive, St. Cloud Minnesota, 56301

19. **EXECUTION**. This Agreement is effective upon execution by both Parties. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

New Flyer of America, Inc.	**Morongo Basin Transit Authority**
By _____ Jennifer McNeil, Vice President of Sales and Marketing	By _____ Joe Meer, Director of Purchasing
07/08/24	

AMENDMENT 1
BASIN TRANSIT CONTRACT NO. 23-01 –NEW FLYER

THIS AMENDMENT is made and entered into on **JULY 31, 2025** between and among **New Flyer of America Inc.**, with its principal place of business located at 6200 Glen Carson Drive, St. Cloud Minnesota, 56301 ("SELLER"), and the Morongo Basin Transit Authority ("Basin Transit/MBTA"). SELLER and The Morongo Basin Transit Authority may be referred to herein individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, Basin Transit, by its Request for Proposals # 23-01, duly advertised for written proposals to be submitted for the purchase of Transit Vehicles ("BUSES") on behalf of the California Association for Coordinated Transportation ("CALACT") membership by Basin Transit; and

WHEREAS the parties entered into an AGREEMENT, BASIN TRANSIT Contract No.23-01-NEW FLYER on July 31, 2024; and

WHEREAS the AGREEMENT was for a one-year base period with four one-year options; and

WHEREAS MBTA Board of Directors has provided authorization to staff to exercise options;

NOW THEREFORE BE IT RESOLVED incorporating the foregoing recitals herein, for and in consideration of the promises and of the mutual covenants and agreements herein contained, SELLER and Basin Transit hereby agree as follows:

1. Per Section SP-3, Period of Performance, the period of contract performance is extended to exercise the first one-year option. The new Period of Performance is extended through July 30, 2026.

2. Per Section SP-5.3, Vehicle and Optional Feature Pricing, the price of the vehicles and of the optional features for each option period shall be the unit price established in the initial Schedule adjusted by PPI 1413 as stipulated in the Contract. For the first one-year period, the price increase is 4.8% from the base price. The new pricing is attached to this Amendment and shall become effective for orders placed on or after July 31, 2025.

3. Price calculation method, incorporation of additional tariff costs, and support of FTA grantee cost analysis.

Pricing – for Purchase Orders placed on or after the date of this Amendment 1, SELLER shall, in cooperation with the individual purchasing agency, establish a Not to Exceed (NTE) price for each bus. That NTE price will be based on the then-current price schedule, plus an amount expressed in dollars, for which the individual purchasing agency assumes the risk of cost increases. SELLER shall assume the risk of cost increases beyond the NTE price.

The final price for each bus shall be calculated at the time of production by adding to the price at the time the Purchase Order was issued:

a. Any intervening increases formally recognized by Basin Transit pursuant to Section SP-5.3 and based on PPI 1413 and
b. The net change in SELLER and supplier tariff costs as documented below.

The net change in SELLER and supplier tariff costs shall be the net difference between tariffs payable on the date of the last price increase formally recognized by Basin Transit

pursuant to Section SP-5.3 and based on PPI 1413 and tariffs payable at the time of production.

In no case shall the final price exceed the NTE price established in the Purchase Order.

Changes in tariff costs experienced directly by SELLER shall be established through documented proof of tariffs existing on the date of the last price increase formally recognized by Basin Transit pursuant to Section SP-5.3 and based on PPI 1413 and those existing at the time of production.

Changes in tariff costs experienced by SELLER's suppliers shall be established through certifications from affected suppliers detailing the tariffs payable, in dollars, on the date of the last price increase formally recognized by Basin Transit pursuant to Section SP-5.3 and based on PPI 1413 and tariffs payable at the time their products were delivered to SELLER for incorporation into the buses.

In every case, SELLER shall certify that the tariffs claimed were actually charged to and payable by SELLER, that the tariffs claimed directly relate to the vehicles to be delivered, and that no countervailing reduction in tariffs affecting the delivery are known to the SELLER.

SELLER shall supply such proof as a condition precedent to receiving any tariff relief.

For purposes of determining final prices, the time of production shall be deemed 45 days prior to the date on which SELLER expects production to begin and all necessary documentation shall be delivered to the individual purchasing agency not later than 30 days before the SELLER expects production to begin.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

NEW FLYER OF AMERICA, INC.	**MORONGO BASIN TRANSIT AUTHORITY**
Jennifer McNeill	
Jennifer McNeill- Vice President, Sales & Marketing	Joe Meer, Director of Purchasing

Request for Proposal
Joint Procurement for
Heavy Duty Transit Vehicles (BEB, FC and ICE Buses)
On behalf of Participating California Agencies collected by the California Association fo Coordinated Transportation (CalACT)

RFP No. 23-01 REV 5
May 2024 Revision
(Final)

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SECTION 1: NOTICE OF REQUEST FOR PROPOSALS

NR 1. Purpose of the Procurement and Period of Performance

The purpose of this joint procurement is to procure Heavy Duty Transit Vehicles. Basin Transit ("Agency") is the lead agency for the solicitation on behalf of the other participants in the joint procurement. BASIN TRANSIT (formerly Morongo Basin Transit Authority) further reserves the unilateral right to assign vehicles under this procurement to any other public agency, government entity or non-profit organizations performing governmental services under intergovernmental contracting procedures. The agencies that are listed in **Appendix C** have identified their reasonably expected needs during their respective service planning processes and will have the ability to purchase vehicles for the term of the contract. Following contract award, the California Association for Coordinated Transportation ("CalACT") shall provide contract administration activities related to the joint procurement. BASIN TRANSIT retains the right to self-assignment and administration of its own and its subrecipient acquisitions. The resulting contract may only be modified or amended by written action of BASIN TRANSIT.

The initial period of performance shall be one (1) year. Basin Transit shall have the unilateral right to extend the period of performance for four (4) one-year options under the provisions of SP 3.

NR 2. Description of the Work to be Done

The Agency requests Proposals for the manufacture and delivery of Transit vehicles under the joint procurement in accordance with the terms and conditions set forth in RFP No. 23-01. A single Contract will be executed by BASIN TRANSIT acting on behalf of the all participants. Ordering agencies issue individual purchase orders against the basic contract as funding becomes available to the agencies during the life of the contract. The purchase orders would reflect the basic contract unit prices and reference the basic contract for other terms and conditions.

Specifically, the Agency is requesting proposals and pricing for the following types of buses: ICE (CNG and diesel) Zero Emission (Battery electric and Fuel Cell) vehicles. The buses are to be current model year factory production vehicles which are to be titled as new vehicles with less than 3000 miles. All parts used to modify and convert the vehicle for transit use are also to be brand new.

Proposal due Date and Submittal Requirements

Proposals must be received by Due Date/s specified in IP 2

1. Sealed Proposals shall be submitted to following address:
   Basin Transit
   62405 Verbena Road
   Joshua Tree, California 92252
2. Envelopes or boxes containing Proposals shall be sealed and clearly labeled with the Agency's Proposal number and the solicitation title: RFP No. 23-01, Joint Procurement for Heavy Duty Transit Vehicles.
3. Proposers are requested to submit to the Agency one hard copy marked "Original," and eight (8) marked and labeled USB thumb drives, each containing an electronic PDF copy of the Proposal and all required Excel files and Buy America documents. Files are to be formatted to include Optical Character Recognition (OCR) so items can be searched. In case of any discrepancies, the hard copy shall be considered by the Agency in evaluating the Proposal, and the electronic version is provided for the Agency's administrative convenience only. Electronic Files are to be organized into subfolders for Technical Package, Price, Qualifications and Confidential Items as more thoroughly described in Section 9. A Proposal is deemed to be late if it is received by the Agency after the deadline stated above. Proposals received after the submission deadline shall be rejected.

   Firms that intend to propose multiple vehicle manufacturer lines may consolidate their electronic responses into eight (8) single high-capacity drives provided that the media is labeled with Dealer/Manufacturer name, RFP 23-01" and the electronic files are organized into subfolders with file names by manufacturer and type of file.

   Example: Main Folder named "Acme Bus," containing subfolders for "Acme Class A-C Proposal," "Acme Class A-C Price Worksheet," "Acme A-C Class Buy America Worksheet," "Acme Buy America Cost Documentation," "Acme Vehicle Information Worksheet" etc.

   In its letter of transmittal, the Proposer is to identify its primary point of contact for follow up inquiries as part of the evaluation process.

NR 3. Validity of Proposals

Proposals and subsequent offers shall be valid for a period of two hundred ten (210) days.

NR 4. Pre-Proposal Meeting Information

See IP 5, for meeting details.

Pre-Contract Contracting Officer's Contact Information:
Name: Mr. Joe Meer
Title: Director of Cooperative Purchasing Programs
Address: 62504 Verbena Road, Joshua Tree, CA 92252
Phone number: 760-285-3479
E-mail: joe@basin-transit.com
Fax number: 760-366-2445

Identification of Source of Funding
Financial support of this project is provided through financial assistance grants from the Federal Transit Administration (FTA), and/or the State of California, California Department of Transportation (CalTrans) and other sources of local and state public funding.

Signed and Dated for Posting

_____ _____

Signature/Title Date

SECTION 2: INSTRUCTIONS TO PROPOSERS

IP 1. Background Information

This solicitation is a joint procurement for the manufacture and delivery of Heavy Duty Transit vehicles which may be ordered by public agencies collected by CalACT that have specifically entered into this joint procurement. Individual orders may include and consist of optional features, spare parts, training materials and manuals.

The resulting contract will be an Indefinite Delivery Indefinite Quantity (IDIQ) contract, with specific minimum and maximum quantities for the total number of vehicles to be potentially ordered during the contract period.

The minimum and maximum quantities established for the contract period are:

Total (5 year) Minimum	1100
Total (5 year) Maximum	3957

These figures represent the foreseeable needs of the listed Agencies shown on Appendix C. ONLY these agencies shall be able to be order or assign vehicles from this joint procurement. Neither BASIN TRANSIT, CalACT or any other participant guarantee the purchase of any particular model or configuration of vehicle offered. Because multiple awards are contemplated, no individual vendor receiving an award based on this procurement cannot be guaranteed a minimum number of sales. Orders shall be placed on an as-needed basis. Should a vendor receive no orders for any of its models or configurations under its collective contracts resulting from this solicitation, BASIN TRANSIT shall provide upon request a contract minimum payment of $100.

IP 2. Proposed Schedule for the Procurement

The following is the solicitation schedule for proposers:

- RFP Release: **Friday, November 17, 2023.**
- ZEB Pre-Proposal Zoom Meeting: **Monday, December 11, 2023. 0900 PST. Contact Joe@Basin-Transit.com for access link and agenda.**
- Proposer communications and requests: **Friday, January 19, 2024**
- Responses to Proposer's communications and/or Agency addenda: **Friday, February 23, 2024 (Issued February 5, 2024)**

- Proposals Due Date: **Tuesday, April 12, 2024, 5 pm**

- ZEB Buy America Post Proposal Zoom Meeting: **TBD**

IP 3. Obtaining Proposal Documents

Proposal documents may be obtained from Basin Transit electronically at www. Basin Transitbus.com. Documents requested by mail shall be packaged and sent postage paid. Documents requested by courier shall be packaged and sent only at the Proposers' expense.

IP 4. Proposal Security Requirements – None

IP 5. Pre-Proposal Meeting/Information for Proposers

A Pre-Proposal Meeting shall be held electronically on **at the time and date specified in IP2**. Prospective Proposers are urged to make every effort to attend this meeting. This is for prospective proposers only; the meeting is not for suppliers or subcontractors. Please contact joe@basin-transit.com for access to the meeting and identify your attendees.

The meeting is informational and not a Q&A session. Questions should be sent in writing to BASIN TRANSIT, using the RFA process and form. Prospective Proposers are reminded that any changes to the RFP shall be by written addenda only, and nothing stated at the Pre-Proposal Meeting shall change or qualify in any way any of the provisions in the RFP and shall not be binding on the Agency.

IP 6. Questions, Clarifications and Omissions

All correspondence, communication and contact in regard to any aspect of this solicitation or offers shall be only with the Contracting Officer identified above. Unless otherwise instructed by the Contracting Officer, proposers and their representatives shall not make any contact with or communicate with any member of the Agency, or its employees and consultants, other than the designated Contracting Officer, in regard to any aspect of this solicitation or offers.

At any time during this procurement up to the time specified in "Proposed Schedule for the Procurement," Proposers may request, in writing, a clarification or interpretation of any aspect, a change to any requirement of the RFP, or any addenda to the RFP. Requests may include suggested substitutes for specified items and for any brand names, which whenever used in this solicitation shall mean the brand name or approved equal. Such written requests shall be made to the Contracting Officer. The Proposer making the request shall be responsible for its proper delivery to the Agency as identified on the form Request for Pre-Offer Change or Approved Equal. Any request for a change to any requirement of the Contract documents must be fully supported with technical data, test results or other pertinent information showing evidence that

the exception shall result in a condition equal to or better than that required by the RFP, without a substantial increase in cost or time requirements.

All responses to Request for Pre-Offer Change or Approved Equal shall be provided to all proposers. Any response that is not confirmed by a written addendum shall not be official or binding on the Agency.

If it should appear to a prospective Proposer that the performance of the Work under the Contract, or any of the matters relating thereto, is not sufficiently described or explained in the RFP or Contract documents, or that any conflict or discrepancy exists between different parts of the Contract or with any federal, state, local or Agency law, ordinance, rule, regulation or other standard or requirement, then the proposer shall submit a written request for clarification to the Agency within the time period specified above.

IP 7. Addenda to RFP

The Agency reserves the right to amend the RFP at any time in accordance with "Proposed Schedule for the Procurement." Any amendments to the RFP shall be described in written addenda. Notification of or the addenda also shall be distributed to all such prospective Proposers officially known to have received the RFP. Failure of any prospective proposer to receive the notification or addenda shall not relieve the Proposer from any obligation under the RFP therein. All addenda issued shall become part of the RFP. Prospective Proposers shall acknowledge the receipt of each individual addendum in their Proposals on the form Acknowledgement of Addenda. Failure to acknowledge in the Proposal receipt of addenda may at the Agency's sole option disqualify the Proposal.

If the Agency determines that the addenda may require significant changes in the preparation of Proposals, the deadline for submitting the Proposals may be postponed no less than ten (10) days from the date of issuance of addenda or by the number of days that the Agency determines shall allow Proposers sufficient time to revise their Proposals. Any new Due Date shall be included in the addenda.

IP 8. DBE Requirements for Transit Vehicle Manufacturers

Pursuant to Title 49, Code of Federal Regulations, Part 26.49, the Vehicle Manufacturer, as a condition of being authorized to respond to this solicitation, must certify by completing the form DBE Approval Certification that it has submitted a goal to the Federal Transportation Administration (FTA) and it has not been disapproved. In addition, TVMs are to submit to grantees a copy of their FTA approval letter along with the TVM certifications. Failure to maintain TVM Status through the term of the contract, may result in termination of the contract.

IP 9. Conditions, Exceptions, Reservations or Understandings

Proposers are cautioned to limit exceptions, conditions and limitations to the provisions of this RFP, as they may be determined to be so fundamental as to cause rejection of the Proposal for not responding to the requirements of the RFP.

IP 10. Protest Procedures

All protests must be in writing, stating the name and address of protestor, a contact person, Contract number and title. Protests shall specify in detail the grounds of the protest and the facts supporting the protest.

IP 10.1 Address

All protests must be addressed as follows:

- Agency Contact: Mr. Joe Meer
- For U.S. Mail, special delivery or hand delivery:
  Basin Transit
  62405 Verbena Road
  Joshua Tree, CA 92252

Protests not properly addressed to the address shown above may not be considered by the Agency.

Copies of the Agency's protest procedures and the protest provisions of FTA Circular 4220.1F or its successor may be obtained from Mr. Joe Meer, Basin Transit, 62405 Verbena Road, Joshua Tree, CA 92252, 760-366-2986. Proposals shall be opened and a Notice of Award shall be issued by the Agency in accordance with the Agency's protest procedures and the protest provisions of FTA Circular 4220.1F or its successor.

IP 10.2 Pre-Proposal Protests

Pre-Proposal protests are protests based upon the content of the solicitation documents. Three copies of Pre-Proposal protests must be received by the Agency's office no later than ten (10) calendar days after the RFP is first advertised. Protests shall be considered and either denied or sustained in part or in whole, in writing, in a manner that provides verification of receipt, prior to the Due Date for Proposals. A written decision specifying the grounds for sustaining all or part of or denying the protest shall be transmitted to the protestor prior to the Due Date for Proposals in a manner than provides verification of receipt prior to the Due Date for Proposals. If the protest is sustained, the Proposal Due Date may be postponed and an addendum issued to the solicitation documents or, at the sole discretion of the Agency, the solicitation may be canceled. If the protest is denied, Proposals shall be received and opened on the scheduled date unless a protest is filed with FTA. See "FTA Review," below.

IP 10.3 Protests on the Recommended Award

All proposers shall be notified of the recommended award. This notice shall be transmitted to each proposer at the address contained in its Proposal form in a manner that provides verification of receipt. Any Proposer whose Proposal has not lapsed may protest the recommended award on any ground not specified in "Pre-Proposal Protests," above. Three (3) copies of a full and complete written statement specifying in detail the grounds of the protest and the facts supporting the protest must be received by the Agency at the appropriate address in "Address,"

above, no later than fifteen (15) calendar days after the date such notification is received. Prior to the issuing of the Notice of Award, a written decision stating the grounds for allowing or denying the protest shall be transmitted to the protestor and the proposer recommended for award in a manner that provides verification of receipt.

IP 10.4 FTA Review

After such administrative remedies have been exhausted, an interested party may file a protest with the Federal Transit Administration of the U.S. Department of Transportation's designee, The California Department of Rail and Mass Transit (CalTrans) pursuant to the procedures provided in the FTA C 4220.1F or its successor. CalTrans/FTA review is limited to the alleged failure of the Agency to have written protest procedures, the alleged failure of the Agency to follow those procedures, the alleged failure of the Agency to review a protest or the alleged violation of federal law or regulation.

IP 11. Preparation of Proposals

IP 11.1 Use of Proposal Forms

Proposers are advised that the forms contained in this RFP are required to be used for submission of a Proposal.

IP 11.2 Alternate and Multiple Proposals

A Proposer may submit multiple proposals. However, each proposal may only contain information for one vehicle. Proposers are expressly prohibited from submitting a single proposal covering multiple vehicles.

IP 11.3 Proposal Format Requirements

Proposals shall be submitted in four separately sealed packages identified below. In this case, the contents of Package 1, Package 3 and Package 4 may be "combined" into a single package and can be placed in a single binder. 3 ring binders to be used marked with Proposers name, Manufacturer and Line Item bid on cover and spine of folder. Each package shall be marked as specified below and shall contain all of the Proposal documents for which the package is required to be marked and shall include no other documents. **Package 2, Price Proposal Requirements, must be submitted separately in a marked sealed package**. These same requirements shall apply to any Best and Final Offers (BAFOs) that may be requested.

Package 1: Technical Proposal Requirements

1. Letter of Transmittal
2. Acknowledgement of Addenda – CER 3
3. Contractor Service and Parts Support Data – CER 4. In addition, the Proposer should include a detailed description of support resources available for the proposed vehicles. Include an overview of available training, parts locations and availability, help lines and service assistance resources proposed.

4. Vehicle Questionnaire – CER 9, Appendix J, Vehicle Questionnaire, Appendix I, Service/Parts Center and Plant Questionnaires, Appendix H, References List, submit Hardcopy and excel sheets.
5. Manufacturing facilities plant layout including a narrative or list of the work being done at each station.
6. Typical delivery schedule from date of order placement
7. Warranty Provisions and Service/Warranty Administration Plan. Each Proposer shall provide the proposed warranty for their vehicle and the major components. This information shall be submitted on the form provided for this purpose. In addition, the Proposer is to be submit a narrative on how warranties shall be handled, the forms, the process, etc.
8. Quality Assurance Procedures

Package 2: Price Proposal Requirements
Each Price Proposal shall be on the prescribed Proposal form(s) and shall be for the entire Contract, including all Proposal items.

1. Letter of Transmittal
2. Price Worksheet (including but not limited to such pricing elements as optional bus features). Note: Subject to the provisions of SP 4, Pricing, the selected Contractors shall agree to sell vehicle(s), including proposed optional equipment, at the same price and under the terms and conditions of this Agreement from the time of contract award to the expiration of the initial contract term. Contractors are prohibited from offering any parts credits, rebates, etc. following Contract award. **Pricing is to be proposed on a pre-tax basis. Taxes applicable to the purchaser shall be paid as a pass-through cost, without mark-up or additional fee.**

The Proposer is required to complete and execute the Agency's Pricing Schedule, contained as part of the Proposal documents, and provide same in the Price Proposal. The Contractor shall be responsible for making tax payments on a timely basis, subject to reimbursement as noted above. The Contractor shall be liable for payment of all local taxes applicable to the complete bus as delivered and should add these amounts to the Proposal price.

Package 3: Qualification Package Requirements
1. Pre-Award Evaluation Data Form - CER 6
2. If the Proposer is not the vehicle manufacturer, the Proposal must include a confirmation from the vehicle manufacture that the Proposer is a bona-fide authorized factory dealer for the manufacture of the vehicle.
3. A copy of the three (3) most recent financial statements of the Proposer. **Statement of Current Financial Condition**.
4. Letter(s) for insurance, indicating the manufacturer and/or the Contractor's ability to obtain the insurance coverage in accordance with the RFP requirements
5. Proposal Form – CER 2.0

6. All Federal certifications: Buy America Certification, Debarment and Suspension Certification for Prospective Contractor, Debarment and Suspension Certification (Lower-Tier Covered Transaction), Non-Collusion Affidavit, Lobbying Certification, Certificate of Compliance with Bus Testing Requirement, DBE Approval Certification, and Federal Motor Vehicle Safety Standards, Tax and Felony Conviction certifications. – CER 1.1 – 1.8
7. Copy of the FTA's letter of the TVM's DBE goal showing either approval of the DBE goal or not disapproval.

Package 4: Proprietary/Confidential Information Package Requirements
The Proposer is directed to collect and submit any information it deems to be proprietary or confidential in nature in a separate marked and sealed package. If there is no confidential information, then the Proposer should include a statement to that effect. Subject package shall be submitted in accordance with the terms and conditions governing the submittal of proposer's Proposal to this RFP. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information shall not ensure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

The Proposer is advised that the Agency is public and as such may be subject to certain state and/or local Public Records Act provisions regarding the release of information concerning this RFP. If a request is received by the Agency for the release of Proposer's propriety/confidential information, subject request shall be referred to the Proposer for review and consideration. If Proposer chooses to declare the information proprietary/confidential and withhold it from release, it shall indemnify, defend, and hold harmless the Agency from any legal action arising from such a declaration.

IP 11.4 Agency Treatment of Proprietary/Confidential Information
Access to government records is governed by the laws of the State of California. Except as otherwise required to be disclosed by applicable State law, the Agency shall exempt from disclosure proprietary information identified in Package 4.

Upon a request for records from a third party regarding this Proposal, the Agency shall notify the Proposer in writing. The Proposer must respond within ten (10) business days with the identification of any and all "proprietary, trade secret, or confidential commercial or financial" information. Failure to respond within the allowed period shall be deemed an approval to release. The proposer shall indemnify the Agency's defense costs associated with its refusal to produce such identified information; otherwise, the requested information may be released.

The Agency shall employ sound business practices no less diligent than those used for the Agency's own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by Proposers and the Contractor pursuant to the Contract that contain confidential commercial or financial information, trade secrets or proprietary information as

defined in or pursuant to the California Law against disclosure of such information and material to third parties, except as permitted by the Contract. The Contractor shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information — with such determinations to be made by the Agency in its sole discretion — bears appropriate notices relating to its confidential character.

IP 11.5 Signing of Proposal Forms

Proposals shall include firm name (and, in the event that the Proposer is a joint venture, the names of the individual firms comprising the joint venture); business address; and the name, title and business address of the responsible individual(s) with their telephone, facsimile (fax) numbers and email address who may be contacted during the Proposal evaluation period for scheduling oral presentations and for receiving notices from the Agency. The proposer shall submit with their Proposal a copy of the joint venture agreement.

Proposals shall be signed by those individual(s) authorized to bind the proposer. The proposer shall submit evidence of the official's authority to act for and bind the Proposer in all matters relating to the Proposal. (In the event the Proposer is a joint venture or consortium, a representative of each of the members of the joint venture or consortium shall execute the Proposal. Each joint venture or consortium member is jointly and severally liable for the joint venture or consortium.)

IP 11.6 Modification or Withdrawal of Proposals

A modification of a Proposal already received shall be accepted by the Agency only if the modification is received prior to the Proposal Due Date, is specifically requested by the Agency, or is made with a requested BAFO. All modifications shall be made in writing and executed and submitted in the same form and manner as the original Proposal.

A Proposer may withdraw a Proposal already received prior to the Proposal Due Date by submitting to the Agency, in the same manner as the original Proposal, a written request for withdrawal executed by the Proposer's authorized representative. After the Proposal Due Date, a Proposal may be withdrawn only if the Agency fails to award the Contract within the Proposal validity period prescribed in "Duration of the Validity of Proposals," or any agreed-upon extension thereof. The withdrawal of a Proposal does not prejudice the right of a Proposer to submit another Proposal within the time set for receipt of Proposals.

IP 11.7 Cost of Proposal Development

This RFP does not commit the Agency to enter into a Contract, to pay any costs incurred in the preparation or presentation of a Proposal, nor to procure or contract for the equipment.

IP 12. Proposal Evaluation, Negotiation and Selection

Proposals shall be evaluated, negotiated, selected and any award made in accordance with the criteria and procedures described below. The approach and procedures are those that are applicable to a competitive negotiated procurement whereby Proposals are evaluated to

determine which Proposals are within a Competitive Range. Discussions and negotiations may then be carried out with Proposers within the Competitive Range, after which BAFOs may be requested.

However, the Agency may select a Proposal or Proposals for award without any discussions or negotiations or request for any BAFOs. Proposers are hereby notified that the selected firms are expressly prohibited from offering any rebates, parts credits and any other price discounts following contract award. Thus, the initial proposal should represent the "best offer."

Subject to the Agency's right to reject any or all Proposals, the Proposer or Proposers whose Proposal or Proposals are found to be most advantageous to the Agency shall be selected, based upon consideration of the criteria of "Proposal Selection Process," below.

IP 12.1 Confidentiality of Proposals

Proposals shall not be publicly opened. All Proposals and evaluations shall be kept strictly confidential throughout the evaluation, negotiation and selection process, except as otherwise required by applicable law. Only the members of the Selection Committee and Evaluation Team and other Agency officials, employees and agents having a legitimate interest shall be provided access to the Proposals and evaluation results during this period.

IP 12.2 Duration of the Validity of Proposals

Proposals and subsequent offers shall be valid for the period stated in "Section 1: Notice of Request for Proposals." The Agency may request Proposers to extend the period of time specified herein by written agreement between the Agency and the Proposer(s) concerned.

IP 12.3 Evaluation Committee

An Evaluation Committee, which shall include officers, employees and agents of the Agency and/or other participating agencies, shall be established. The Evaluation Committee shall carry out the detailed evaluations, including establishing the Competitive Range, carrying out negotiations and making the selection of the Proposer, if any, that may be awarded the Contract.

The Evaluation Committee may report its recommendations and findings to the appropriate Agency individual or body responsible for awarding the Contract.

IP 12.4 Proposal Selection Process

The following describes the process by which Proposals shall be evaluated and a selection made for a potential award. Any such selection of a Proposal shall be made by consideration of only the criteria set forth below.

"Qualification Requirements" specifies the requirements for determining responsible Proposers, all of which must be met by a Proposer to be found qualified. Final determination of a Proposer's qualification shall be made based upon all information received during the evaluation process and as a condition for award.

"Proposal Evaluation Criteria" contains all the evaluation criteria, and their relative order of importance, by which a Proposal from a qualified Proposer shall be considered for selection. An award, if made, shall be to responsible Proposer(s) for a Proposal that is found to be in the Agency's best interests, based on price and other evaluation criteria considered. The procedures to be followed for these evaluations are provided in "Evaluation Procedures," below.

Qualification Requirements
The following are the requirements for qualifying responsible proposers. All of these requirements should be met; therefore, they are not listed by any particular order of importance. Any Proposal that the Evaluation Committee finds not to meet these requirements, and cannot be made to meet these requirements, may be determined by the Evaluation Committee not to be responsible and the Proposal rejected. The requirements are as follows:

1. Sufficient financial strength, resources and capability to finance the Work to be performed and to complete the Contract in a satisfactory manner, as measured by the following:
    - Proposer's financial statements (last 3 years) prepared in accordance with generally accepted accounting principles and **audited** by an independent certified public accountant. The Agency at its discretion may request additional documents to evaluate the financial condition of the manufacturer, suppliers or other documents it needs to determine the financial viability of the proposal. Basin Transit at its sole discretion may and will likely follow up during the evaluation process and require the provision of Financial Statements meeting the above criteria from the manufacturers. electrification modifiers or other key supplier's integral to the proposal.
    - Statement of Current Financial Condition. In addition to the financial statements, the Agency requests that the proposer provide a "Statement of Current Financial Position" that updates the financial statements requirement as well as any unidentified subsequent events. Any Going Concern issues are to be disclosed and discussed. **The statement is to be prepared by the proposing firm's Certified Public Accountant be dated no earlier than the release date of this RFP and address the items below.**

    As part of our due diligence, we are focusing on subsequent event(s) related to COVID-19 and resulting supply chain disruptions, inflation and the impact on financial performance and ability to perform on contracts. That process will look at the notes to the financial statements and any relevant information offered by the company's management will be considered.

    Determination of impact of any subsequent event related to the COVID-19 pandemic on the financial statements involve management judgement. This would include consideration of the date of the financial statements, the facts and circumstances pertaining to the entity and the conditions that existed at, or arose after, that date.

As the impacts of the COVID-19/Supply chain issues continue to evolve, capturing events that relate specifically to conditions that existed or exist at the date of the financial statements, or after the reporting date, may require assessment.

A few examples of events and conditions that may be affected by, or exist and can facilitate identification of subsequent events are given below:

•Commitments: New commitments, borrowings or guarantees

•Force majeure: Invocation of force majeure clause by any party (e.g. supplier or customer) thereby impacting the supply chain/availability of customers for the entity's products

•Government stimulus package: Relief or economic stimulus payments provided by the government in the form of loans or grants

•Expected Credit Loss (ECL) provisioning: Collectability of trade receivables affected in cases by COVID-19. Status of firm's lines of credit (flooring) in order to support the transactions that may take place doing business with the consortium.

•Impairment indicators: Indications of impairment in the value of investments in companies whose businesses have been severely affected by the pandemic

•Employee related expenses: Employee termination benefits resulting from a reduction (e.g. because of closure or re-organization of operations that occurred after the reporting date)

•Other events: Events that are relevant to the recoverability of assets, ongoing pertinence of business and valuation assumptions Events that will bring into question the appropriateness of accounting policies used in the financial statements. For instance, events call into question the validity of the going concern assumption, ECL model and useful lives of property, plant, and equipment. Events that are relevant to the measurement of estimates or provisions made in the financial statements. For instance, derivative and hedging considerations, insurance claims and rebate arrangements with customers.

•Contingencies: Any developments regarding contingencies (for example, new contingent liabilities or circumstances affecting the evaluation of

existing contingent liabilities, the ability to meet agreed-on performance targets for contingent consideration in business combination arrangements, etc.)

•Tax considerations: Tax considerations e.g., impact of reduced flow of goods and services on transfer pricing agreements; recoverability of deferred tax assets. Due to the pandemic, some industries are likely to be more impacted than others. For instance, entities in the aviation sector (and therefore, entities that are feeder industries to entities in the aviation sector), real estate, construction, retail, tourism, hospitality, transportation, financing, infrastructure sectors.

Therefore, it is critical for management to assess the impact of events occurring after the balance sheet date on the financial statements already provided and provide this to Basin Transit.

- Proposer's ability to obtain required insurance with coverage values that meet minimum requirements evidenced by a letter from an underwriter confirming that the proposer can be insured for the required amount. Letter to be submitted with proposal. Insurance documents provided upon award are to indemnify Basin Transit and the California Association for Coordinated Transportation.

2. Evidence that the human and physical resources are sufficient to perform the Contract as specified and to ensure delivery of all equipment within the time specified in the Contract, to include the following:
    - Engineering, management and service organizations with sufficient personnel and requisite disciplines, licenses, skills, experience and equipment to complete the Contract as required and to satisfy any engineering or service problems that may arise during the warranty period.
    - Adequate manufacturing facilities sufficient to produce and factory-test equipment on schedule.
    - A spare parts procurement and distribution system sufficient to support equipment maintenance without delays and a service organization with skills, experience and equipment sufficient to perform all warranty and on-site Work.
    - **The proposer is to furnish Basin Transit with a "representative bus" that will be evaluated to ascertain whether the manufacturer and/or converter can build a vehicle according to specification and as proposed to a level of quality and performance acceptable to the consortium participants. See clause SP7. below.**

3. Evidence that proposer is qualified in accordance with the provisions of "Section 8: Quality Assurance."

4. Evidence of satisfactory performance and integrity on contracts in making deliveries on time, meeting specifications and warranty provisions, parts availability and steps Proposer took to resolve any judgments, liens, Fleet Defects history or warranty claims. Evidence shall be confirmed by client references. **Proposers must submit a list of all their deliveries in the last twelve (12) months with contact name, title, agency, phone numbers, email addresses and dates of delivery provided in the Excel sheet provided.**

Proposal Evaluation Criteria

The following are the complete criteria, listed by their relative degree of importance, by which Proposals from responsible Proposers shall be evaluated and ranked for the purposes of determining any Competitive Range and to make any selection of any Proposal for a potential award. Any exceptions, conditions, reservations, or understandings explicitly, fully and separately stated on Form for Proposal Deviation, which do not cause the Agency to consider a Proposal to be outside the Competitive Range, shall be evaluated according to the respective evaluation criteria and sub-criteria that they affect.

PASS-FAIL ELEMENTS

Category	Scoring Method
Responsiveness requirements (Certificates and forms)	Pass/Fail
Vehicle Questionnaire (Products meets specifications)	Pass/Fail

POINT ALLOCATION

Category		Scoring Method
NON-COST FACTORS (45%)		
Proposer Qualifications and Requirements:		
	References	10 Points
	Warranty Provisions and Warranty Administration Plan	10 Points
	Customer Service and Parts Support, Service Plan	10 Points
	Proposer and Manufacturer Qualifications and Experience	15 Points
	Total Non-Cost Factor Points	**45 Points**
COST FACTORS (55%)		

	Price Sheet- Base Models (Standard Pricing)	40 Points
	Price Sheet- Optional Features	15 Points
	Total Cost Factor Points	**55 Points**
Total Possible Points		**100 Points**

Proposer Price Score = $\frac{\text{Lowest Price Proposed}}{\text{Proposer's Cost}}$ X Proposer's Price Points

Under this formula, the proposer with the lowest proposed price for the base model vehicle will receive 40 points. The other proposals will receive a proportionate share of points based on how much higher their proposed price is in relationship to the low proposed price. This score will be based on "Standard Pricing" proposed. "Alternate Pricing" as per SP 10.3 will be evaluated separately for acceptance.

Proposed accessories or services will be evaluated for the optional features scores (15 points) using a "basket" of selected options proposed.

IP 12.5 Evaluation Procedures

Proposals shall be analyzed for conformance with the instructions and requirements of the RFP and Contract documents. Proposals that do not comply with these instructions and do not include the required information may be rejected as insufficient or not be considered for the Competitive Range. The Agency reserves the right to request that a Proposer provide any missing information and make corrections. Proposers are advised that the detailed evaluation forms and procedures shall follow the same Proposal format and organization specified in "Preparation of Proposals." Therefore, Proposers should pay close attention to and strictly follow all instructions. Submittal of a Proposal shall signify that the Proposer has accepted the whole of the Contract documents. Any such conditions, exceptions, reservations or understandings that do not result in the rejection of the Proposal are subject to evaluation under the criteria set forth in "Proposal Selection Process."

Evaluations shall be made in strict accordance with all of the evaluation criteria specified in "Proposal Selection Process," above. The Agency shall choose the Proposal that it finds to be most advantageous to the Agency, based upon the evaluation criteria.

IP 12.6 Evaluations of Competitive Proposals

1. **Qualification of responsible Proposers.** Proposals shall be evaluated to determine the responsibility of proposers. A final determination of a Proposer's responsibility

shall be made upon the basis of initial information submitted in the Proposal, any information submitted upon request by the Agency, information submitted in a BAFO (if required) and information resulting from Agency inquiry of Proposer's references and its own knowledge of the Proposer.

2. **Detailed evaluation of Proposals and determination of Competitive Range.** The Agency shall carry out and document its evaluations in accordance with the criteria and procedures set forth in "Proposal Selection Process." Any Proposal deficiencies that may render a Proposal unacceptable shall be documented. The Agency shall make specific note of questions, issues, concerns and areas requiring clarification by Proposers and to be discussed in any meetings with Proposers that the Agency finds to be within the Competitive Range.

   Rankings of the Proposals against the evaluation shall then be made for determining which Proposals are within the Competitive Range, or may reasonably be made to be within the Competitive Range.

3. **Proposals not within the Competitive Range.** Proposers of any Proposals that have been determined by the Agency as not in the Competitive Range, and that cannot be reasonably made to be within the Competitive Range, shall be notified in accordance with the Agency's policies.

4. **Discussions with Proposers in the Competitive Range.** The Proposers whose Proposals are found by the Agency to be within the Competitive Range, or that may be reasonably made to be within the Competitive Range, shall be notified and any questions or requests for clarifications provided to them in writing. Each such Proposer may be invited for an interview and discussions with the Agency to discuss answers to written or oral questions, clarifications and any facet of its Proposal. In the event that interviews and discussions are held, these interviews and discussions may be scored. BASIN TRANSIT reserves the right to accept proposals as submitted without conducting discussions.

   No information, financial or otherwise, shall be provided to any Proposer about any of the Proposals from other Proposers, to the extent permitted by applicable law. Proposers shall not be given a specific price or specific financial requirements they must meet to gain further consideration, except that proposed prices may be considered to be too high with respect to the marketplace or unacceptable. Proposers shall not be told of their rankings among the other Proposers prior to Contract award.

5. **Factory and site visits.** The Agency reserves the right to conduct factory visits of the Proposer's facilities and/or the facilities of major sub-suppliers included in the Proposal.

6. **Best and final offers.** After all interviews, if any, have been completed, the Proposers in the Competitive Range may be afforded the opportunity to amend their Proposals and make their BAFOs. If BASIN TRANSIT decides to request a BAFO, the Request for BAFOs shall include the following:

    - Notice that discussions and negotiations are concluded.
    - A complete listing of the conditions, exceptions, reservations or understandings that have been approved.
    - A common date and time for submission of written BAFOs, allowing a reasonable opportunity for preparation of the written BAFOs.
    - Notice that if any modification to a BAFO is submitted, it must be received by the date and time specified for the receipt of BAFOs.
    - Notice to Proposers that do not submit a notice of withdrawal or a BAFO that their immediately previous Proposal shall be construed as their BAFO.

    Any modification to the initial Proposal made by a Proposer in its BAFO shall be identified in its BAFO. BAFOs shall be evaluated by the Agency according to the same requirements and criteria as the initial Proposals, ("Proposal Selection Process"). The Agency shall make appropriate adjustments to the initial scores for any sub-criteria and criteria that have been affected by any Proposal modifications made by the BAFOs. These final scores and rankings within each criterion shall again be arrayed by the Agency and considered according to the relative degrees of importance of the criteria defined in "Proposal Selection Process."

    The Agency shall then choose the Proposal(s) that it finds to be most advantageous to the Agency, based upon the evaluation criteria. The results of the evaluations and the selection of a Proposal(s) for any award shall be documented. In this instance, the Agency expects to award to multiple Proposers. Subsequent orders shall be placed following the Ordering Procedures outlined in Section 4, Special Provisions.

    The Agency reserves the right to make an award to a Proposer(s) whose Proposal(s) it judges to be most advantageous to the Agency based upon the evaluation criteria, without conducting any written or oral discussions with any Proposers or solicitation of any BAFOs.

7. **Debriefing.** Subsequent to the award, the unsuccessful Proposers shall be notified and may request a debriefing. Proposers shall be debriefed in accordance with Agency policies, including information regarding the shortcomings of their Proposal.

IP 13. Response to Proposals

IP 13.1 Single Proposal Response

If only one Proposal for a particular class or vehicle type is received in response to this RFP and it is found by the Agency to be acceptable, a price or cost analysis, or both, possibly including an audit, may be performed by or for the Agency. The Proposer has agreed to such analysis by submitting a Proposal in response to this RFP.

IP 13.2 Availability of Funds

Orders placed as a result of this procurement are subject to the availability of funding.

IP 13.3 Agency Contract Approval Process

Following completion of the evaluation process, firms being considered for award shall show compliance with the FTA Pre-Award Buy America requirements. **Refusal to provide the required information shall result in the immediate elimination of the specific manufacturer(s) for award consideration.**

The Agency's mandatory requirements for Buy America auditing and the provision of information in support of such auditing are contained in Appendix E.

Once compliance with the Buy America requirements is verified, the Agency shall prepare a written recommendation for contact award(s) to the recommended firm(s). This recommendation shall then be presented to the Agency General Manager and/or Board of Directors for approval.

IP 13.4 Agency Rights

The Agency reserves the right to cancel the procurement in whole or in part, at its sole discretion, at any time before the Contract is fully executed and approved on behalf of the Agency.

The Agency reserves the right to reject any or all Proposals, to undertake discussions with one or more Proposers, and to accept that Proposal or modified Proposal which, in its judgment, shall be most advantageous to the Agency, considering price and other evaluation criteria. The Agency reserves the right to determine any specific Proposal that is conditional or not prepared in accordance with the instructions and requirements of this RFP to be nonresponsive. The Agency reserves the right to waive any Defects, or minor informalities or irregularities in any Proposal which do not materially affect the Proposal or prejudice other Proposers.

If there is any evidence indicating that two or more proposers are in collusion to restrict competition or are otherwise engaged in anti-competitive practices, the Proposals of all such Proposers shall be rejected, and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by the Agency.

The Agency may reject a Proposal that includes unacceptable Deviations as provided in Form for Proposal Deviation.

IP 13.5 Execution of Contract

The acceptance of a Proposal for award, if made, shall be evidenced in writing by a notice of award of Contract delivered to those Proposers whose Proposal is accepted. Upon notice of award of the Contract to a Proposer, the Proposer shall commence performance under the Contract by furnishing copies of the certificates of insurance required to be procured by the Contractor pursuant to the Contract documents within thirty (30) calendar days after the date of receipt of the notice of award. Failure to fulfill these requirements within the specified time may be cause for termination of the Contract under "Termination for Default" in Section 3.

IP 14. Conflicts of Interests and Gratuities

Proposers are prohibited from engaging in any practice that may be considered as a conflict of interests under existing Agency policies and/or state law, and to refrain from participating in any gifts, favors or other forms of compensation that may be viewed as a gratuity in accordance with existing policies and laws.

IP 15. Agency-Specific Provisions

IP 15.1 Purpose of the Solicitation

The purpose of this solicitation is to establish a multi-vendor contract for the purchase of public transportation vehicles. The requirement has been divided into multiple types of vehicles that shall be competed separately and assembled into a listing of vehicles after award. The selected contractors shall accept purchase orders directly from the users. Each purchase order shall incorporate the base contract and all terms and conditions. The intent is to reduce the cost and effort needed to order these vehicles in order to make the funds and equipment available to increase services available to transit organizations.

IP 15.2 Roles of the Parties for this Solicitation

Basin Transit, a Joint Powers Authority, is the lead agency role for the joint procurement for Heavy Duty Transit Vehicles.

The specific roles and obligations of Basin Transit and CalACT are described in detail in the Cooperative Purchasing Agreement entered into by those parties. For the purposes of this solicitation, the arrangement entered into by Basin Transit and CalACT shall hereinafter be referred to as the "Cooperative." As a general matter, Basin Transit staff, consultants, and counsel shall be responsible for the development of RFP solicitation documents, the technical product specifications and the awarding of vehicle contracts on behalf of the Cooperative. After the vehicle contract is awarded, CalACT shall be responsible for providing ordering agencies with the ordering instructions and forms required to ensure compliant purchasing, solicitation documentation required for the agency's files, collecting fees, and the general administration of the vehicle contract. Ordering Agencies must contact CalACT or Basin Transit to secure formal letters of assignment prior to execution of any orders.

SECTION 3: GENERAL CONDITIONS

GC 1. Definitions

The following are definitions of special terms used in this document:

Agency: Basin Transit. Any contract modification involving the base contract shall be issued by Basin Transit. The term Ordering Agency shall also refer to any Agency which is a party to the joint procurement and that places a purchase order under the joint procurement.

Authorized Signer: The person who is executing this Contract on behalf of the Contractor and who is authorized to bind the Contractor.

Best and Final Offer (BAFO): The last Proposal made by a Proposer. If a BAFO is not specifically requested by the Agency, or if the Proposer does not promptly respond to a request for BAFO, then the most recent, current Proposal is the BAFO.

Class 1 Failure (physical safety): A failure that could lead directly to passenger or operator injury and represents a severe crash situation.

Class 2 Failure (road call): A failure resulting in an en route interruption of revenue service. Service is discontinued until the bus is replaced or repaired at the point of failure.

Competitive Range: The range of proposals that are identified as the most highly rated, unless the range is further reduced for purposes of efficiency.

Contract: The Proposal and its acceptance by the Agency as manifested by the Contract documents specified in "Section 10: Contract."

Contracting Officer: The person who is executing this Contract on behalf of the Agency and who has complete and final authority except as limited herein. For this solicitation, the Contracting Officer prior to Contract award is the authorized representative of Basin Transit. The Contracting Officer for administration of the contract following Contract award is the authorized representative of CalACT. Each order placed shall also designate a Contracting Officer for the Agency placing the order.

Contractor: The successful Proposer(s) who is awarded a Contract for providing buses and equipment described in the Contract documents.

Cooperative: Term used to describe the relationship between Basin Transit and CalACT for the establishment of the joint procurement.

Days: Unless otherwise stated, "days" shall mean calendar days.

Defect: Patent or latent malfunction or failure in manufacture, installation or design of any component or subsystem.

Deviation: Variance from a requirement or specification that does not alter the basis of a contract or adversely affects its performance.

Due Date: The date and time by which Proposals must be received by the Agency as specified in "Section 1: Notice of Request for Proposals."

Extended Warranty: A warranty available for purchase above the standard warranty.

Fatigue Failure (Corrosion Fatigue): The mechanical degradation of a material under the joint action of corrosion and cyclic loading.

Joint Procurement: An arrangement between multiple local government entities with multiple vendors to provide specific property or services in the future at established prices. In this case, the specific property includes accessible transit vehicles (Buses).

Ordering Agency: Term for the agency that shall be purchasing vehicles from the joint procurement. In this case, an agency must be a listed member of the joint procurement shown in Appendix C.

Pass-Through Warranty: A warranty provided by the Contractor but administered directly with the component Supplier.

Proposal: A promise, if accepted, to deliver equipment and services according to the underlying solicitation of the Agency documented using the prescribed form in the solicitation, including any Proposal or BAFO.

Proposer: A legal entity that makes a Proposal. For this solicitation, the Proposer may be a vehicle manufacturer or a dealer representing a vehicle manufacturer.

Related Defect: Damage inflicted on any component or subsystem as a direct result of a separate Defect.

Solicitation: Agency's request for proposals.

Superior Warranty: A warranty still in effect after all contractually required warranties have expired. The remaining warranty is administered directly between the sub-Supplier and the Agency.

Supplier: Any manufacturer, company or Agency providing units, components or subassemblies for inclusion in the bus that is installed by the Contractor. Supplier items shall require qualification by type and acceptance tests in accordance with requirements defined in "Section 8: Quality Assurance."

Subcontractor: Any manufacturer, company or Agency providing units, components or subassemblies for inclusion in the bus that is installed by a Subcontractor. Subcontractor items shall require qualification by type and acceptance tests in accordance with requirements defined in "Section 8: Quality Assurance."

Work: Any and all labor, supervision, services, materials, machinery, equipment, tools, supplies and facilities called for by the Contract and necessary to the completion thereof.

GC 2. Materials and Workmanship

The Contractor shall be responsible for all materials and workmanship in the construction of the bus and all accessories used, whether the same are manufactured by the Contractor or purchased from a Supplier. This provision excludes any equipment leased or supplied by the Agency, except insofar as such equipment is damaged by the failure of a part or component for which the Contractor is responsible, or except insofar as the damage to such equipment is caused by the Contractor during the manufacture of the buses.

GC 3. Conformance with Specifications and Drawings

Materials furnished and Work performed by the Contractor shall conform to the requirements of the Technical Specifications and other Contract documents. Notwithstanding the provision of drawings, technical specifications or other data by the Agency, the Contractor shall have the responsibility of supplying all parts and details required to make the bus complete and ready for service even though such details may not be specifically mentioned in the drawings and specifications. Items that are installed by the Agency shall not be the responsibility of the Contractor unless they are included in this Contract.

GC 4. Inspection, Testing and Acceptance

GC 4.1 General

The pre-delivery tests and inspections shall be performed at the Contractor's plant; they shall be performed in accordance with the procedures defined in "Section 8: Quality Assurance"; and they may be witnessed by the resident inspector. When a bus passes these tests and inspections, the resident inspector, if one is present, shall authorize release of the bus.

Within fifteen (15) calendar days after arrival at the designated point of delivery, the bus shall undergo the Agency tests defined in "Post-Delivery Tests." If the bus passes these tests or if the Agency does not notify the Contractor of non-acceptance within 15 calendar days after delivery, then acceptance of the bus by the Agency occurs on the 15th day after delivery. If the bus fails these tests, it shall not be accepted until the repair procedures defined in "Repairs After Nonacceptance" have been carried out and the bus retested until it passes. Acceptance occurs earlier if the Agency notifies the Contractor of early acceptance or places the bus in revenue service.

GC 4.2 Risk of Loss

The Agency shall assume risk of loss of the bus on delivery, as defined in "Bus Delivery." Prior to this delivery, the Contractor shall have risk of loss of the bus, including any damages sustained during the delivery regardless of the status of title or any payments related to the bus. If the vehicle is driven to the designated point of delivery, drivers shall keep a maintenance log en route, and it shall be delivered to the Agency with the bus. If the bus is released back to the Contractor for any reason, the Contractor has the risk of loss upon such release.

GC 5. Title and Warranty of Title

Adequate documents for registering the bus in California shall be provided to the Contractor not less than ten (10) business days before delivery to the Agency. Upon acceptance of each bus, the Contractor registers the vehicle and warrants that the title shall pass to the Agency free and clear of all encumbrances.

GC 6. Intellectual Property Warranty

The Agency shall advise the Contractor of any pending or threatened patent suit or claim related to this Contract against the Agency and provide all information available. The Contractor shall address any claim and defend any suit or proceeding brought against the Agency based on such a claim that any equipment, or any part thereof, furnished under this Contract constitutes an infringement of any patent, and the Contractor shall pay all damages and costs awarded therein, excluding incidental and consequential damages, against the Agency. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or parts is enjoined, the Contractor shall, at its own expense and at its option, either procure for the Agency the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.

The Contractor's obligations under this section are discharged and the Agency shall hold the Contractor harmless with respect to the equipment or part if it was specified by the Agency and all requests for substitutes were rejected, and the Contractor advised the Agency under "Questions, Clarifications and Omissions" of a potential infringement, in which case the Contractor shall be held harmless. The Contractor's obligation to indemnify, defend, and hold harmless the Agency and all affected Ordering Agencies against intellectual property claims and suits shall not extend to materials provided by an Ordering Agency for incorporation into a vehicle purchased under this Contract.

GC 7. Data Rights

GC 7.1 Proprietary Rights/Rights in Data

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. It includes the proprietary rights of the following:

- Shop drawings and working drawings

- Technical data including manuals or instruction materials, computer or microprocessor software
- Patented materials, equipment, devices or processes
- License requirements

The Agency shall protect proprietary information provided by the Contractor to the fullest extent of the law. The Contractor shall grant a royalty-free, perpetual, irrevocable, non-exclusive license to allow the Agency to utilize such information in order to maintain the vehicles. In the event that the Contractor no longer provides the information the Agency has the right to reverse engineer patented parts and software.

The Agency reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the following subject data for its purposes: (1) any subject data required to be developed and first produced in the performance of the Contract and specifically paid for as such under the Contract, whether or not a copyright has been obtained; and (2) any rights of copyright to which the Contractor, Subcontractor or Supplier purchases ownership for the purpose of performance of the Contract and specifically paid for as such under the Contract. The Contractor agrees to include the requirements of this clause, modified as necessary to identify the affected parties, in each subcontract and supply order placed under the Contract.

GC 7.2 Access to Onboard Operational Data

The Agency grants to the Contractor the right to inspect, examine, download, and otherwise obtain any information or data available from components provided by the Contractor, including, but not limited to, any electronic control modules or other data-collection devices, to the extent necessary to enable Contractor to perform reliability maintenance analysis, corrective action and/or other engineering type Work for the bus. This right expressly excludes access to information or data collected on any equipment not provided and installed by the Contractor and information pertaining to transit customers.

GC 8. Changes

GC 8.1 Contractor Changes

Any proposed change in this Contract shall be submitted to the Agency for its prior approval. Oral change orders are not permitted. No change in this Contract shall be made without the prior written approval of the Contracting Officer. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the Contract and signed by the Contracting Officer.

GC 8.2 Agency Changes

The Agency may obtain changes to the Contract by notifying the Contractor in writing. As soon as reasonably possible but no later than thirty (30) calendar days after receipt of the written change order to modify the Contract, the Contractor shall submit to the Contracting Officer a detailed price and schedule Proposal for the Work to be performed. This Proposal shall be

accepted or modified by negotiations between the Contractor and the Contracting Officer. At that time, a detailed modification shall be executed in writing by both parties. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with "Disputes," below. Regardless of any disputes, the Contractor shall proceed with the Work ordered.

GC 9. Legal Clauses

GC 9.1 Indemnification

GC 9.1.1 The Contractor shall, to the extent permitted by law: (1) protect, defend, indemnify and save the Agency and its officers, employees and agents, including consultants, harmless from and against any and all liabilities, damages, claims, demands, liens, encumbrances, judgments, awards, losses, costs, expenses and suits or actions or proceedings, including reasonable expenses, costs and attorneys' fees incurred by the Agency and its officers, employees and agents, including consultants, in the defense, settlement or satisfaction thereof, for any injury, death, loss or damage to persons or property of any kind whatsoever, to the extent caused by the intentional misconduct, grossly negligent acts, or negligent acts, errors or omissions of the Contractor in the performance of the Contract, including intentional misconduct, grossly negligent acts, and negligent acts, errors or omissions of its officers, employees, servants, agents, Subcontractors and Suppliers; and (2) upon receipt of notice and if given authority, shall settle at its own expense or undertake at its own expense the defense of any such suit, action or proceeding, including appeals, against the Agency and its officers, employees and agents, including consultants, relating to such injury, death, loss or damage. Each party shall promptly notify the other in writing of the notice or assertion of such claim, demand, lien, encumbrance, judgment, award, suit, action or other proceeding hereunder. The Contractor shall have sole charge and direction of the defense of such suit, action or proceeding. The Agency shall not make any admission that might be materially prejudicial to the Contractor unless the Contractor has failed to take over the conduct of any negotiations or defense within a reasonable time after receipt of the notice and authority above provided. The Agency shall at the request of the Contractor furnish to the Contractor all reasonable assistance that may be necessary for the purpose of defending such suit, action or proceeding, and shall be repaid all reasonable costs incurred in doing so. The Agency shall have the right to be represented therein by advisory council of its own selection at its own expense.

GC 9.1.2 The obligations of the Contractor under the above paragraph shall not extend to circumstances where the injury, death or damages are caused solely by the negligent acts, errors or omissions of the Agency, its officers, employees, agents or consultants, including, without limitation, negligence in: (1) the preparation of the Contract documents, or (2) the giving of directions or instructions with respect to the requirements of the Contract by written order.

Suspension of Work

GC 9.1.1. The Agency may with the agreement of the bus manufacturer issue a written order to the Contractor suspending, delaying or interrupting all or any part of the Work for a specified period of time.

GC 9.1.2. The Contractor shall comply immediately with any such written order and take all reasonable steps to minimize costs allocable to the Work covered by the suspension during the period of work stoppage. Contractor shall continue the Work that is not included in the suspension and shall continue such ancillary activities as are not suspended. The Contractor shall resume performance of the suspended Work upon expiration of the notice of suspension, or upon direction from the Agency.

GC 9.1.3. The Contractor shall be allowed an equitable adjustment in the Contract price (excluding profit) and/or an extension of the Contract time, to the extent that cost or delays are shown by the Contractor to be directly attributable to any suspension. However, no adjustment shall be made under this section for any suspension, delay or interruption due to the fault or negligence of the Contractor, or for which an equitable adjustment is provided for, or excluded under any other term or condition of the Contract. As soon as reasonably possible but no later than forty-five (45) calendar days, or any other period of time agreed to by the parties, after receipt of the written suspension of work notice, the Contractor shall submit to the Contracting Officer a detailed price and schedule Proposal for the suspension, delay or interruption.

GC 9.2 Excusable Delays/Force Majeure

GC 9.2.1. If the Contractor is delayed at any time during the progress of the Work by the neglect or failure of the Agency or by a cause as described below, then the time for completion and/or affected delivery date(s) shall be extended by the Agency subject to the following cumulative conditions:

a. The cause of the delay arises after the Notice of Award and neither was nor could have been anticipated by the Contractor by reasonable investigation before such award. Such cause may also include force majeure events such as any event or circumstance beyond the reasonable control of the Contractor, including but not limited to acts of God; earthquake, flood and any other natural disaster; civil disturbance, strikes and labor disputes; fires and explosions; epidemic, pandemic or terrorism; war and other hostilities; embargo; or failure of third parties, including Suppliers or Subcontractors, to perform their obligations to the Contractor;
b. The Contractor demonstrates that the completion of the Work and/or any affected deliveries shall be actually and necessarily delayed;
c. The Contractor has taken measures to avoid and/or mitigate the delay by the exercise of all reasonable precautions, efforts and measures, whether before or after the occurrence of the cause of delay; and
d. The Contractor makes written request and provides other information to the Agency as described in GC 9.3.4 below.

A delay in meeting all of the conditions of this section shall be deemed an excusable delay. Any concurrent delay that does not constitute an excusable delay shall not be the sole basis for denying a request hereunder.

GC 9.2.2. None of the above shall relieve the Contractor of any liability for the payment of any liquidated damages owing from a failure to complete the Work by the time for completion that the Contractor is required to pay pursuant to "Liquidated Damages for Late Delivery of the Bus" for delays occurring prior to, or subsequent to the occurrence of an excusable delay.

GC 9.2.3. The Agency reserves the right to rescind or shorten any extension previously granted, if subsequently the Agency determines that any information provided by Contractor in support of a request for an extension of time was erroneous; provided, however, that such information or facts, if known, would have resulted in a denial of the request for an excusable delay. Notwithstanding the above, the Agency shall not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

GC 9.2.4. No extension or adjustment of time shall be granted unless: (1) written notice of the delay is filed with the Agency within fourteen (14) calendar days after the commencement of the delay and (2) a written application therefore, stating in reasonable detail the causes, the effect to date and the probable future effect on the performance of the Contractor under the Contract, and the portion or portions of the Work affected, is filed by the Contractor with the Agency within thirty (30) calendar days after the commencement of the delay. No such extension or adjustment shall be deemed a waiver of the rights of either party under this Contract. The Agency shall make its determination within thirty (30) calendar days after receipt of the application.

GC 9.3 Termination

GC 9.3.1. Termination for Convenience

The performance of Work under this Contract may be terminated by the Agency in accordance with this clause in whole, or from time to time in part, whenever the contracting officer shall determine that such termination is in the best interest of the Agency. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.

After receipt of a notice of termination, and except as otherwise directed by the Contracting Officer, the Contractor shall do the following:

- Stop Work under the Contract on the date and to the extent specified in the notice of termination.
- Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated.
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; assign to the Agency in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title and

interest of the Contractor under the orders and subcontracts so terminated, in which case the Agency shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

- Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent he or she may require, which approval or ratification shall be final for all the purposes of this clause.
- Transfer title to the Agency and deliver in the manner, at the times and to the extent, if any, directed by the Contracting Officer the fabricated or unfabricated parts, Work in process, completed Work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated, and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the Agency.
- Use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the Contracting Officer, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the Contracting Officer, and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Agency to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the Contracting Officer may direct.
- Complete performance of such part of the Work as shall not have been terminated by the notice of termination.
- Take such action as may be necessary, or as the Contracting Officer may direct, for the protection or preservation of the property related to this Contract that is in the possession of the Contractor and in which the Agency has or may acquire an interest.

The Contractor shall be paid its costs, including Contract close-out costs, and profit on Work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. Settlement of claims by the Contractor under this termination for convenience clause shall be in accordance with the provisions set forth in Part 49 of the Federal Acquisition Regulations (48 CFR 49) except that wherever the word "Government" appears, it shall be deleted and the word "Agency" shall be substituted in lieu thereof.

GC 9.3.2. Termination for Default

The Agency may, by written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other material provisions of the Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) business days, or such longer

period as the Contracting Officer may authorize in writing, after receipt of notice from the Contracting Officer specifying such failure.

If the Contract is terminated in whole or in part for default, the Agency may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to the Agency for any excess costs for such similar supplies or services, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of a cause beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources and in sufficient time to permit the Contractor to meet the required delivery schedule.

Payment for completed supplies delivered to and accepted by the Agency shall be at the Contract price. The Agency may withhold from amounts otherwise due the Contractor for such completed supplies such sum as the Contracting Officer determines to be necessary to protect the Agency against loss because of outstanding liens or claims of former lien holders.

If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the Agency.

GC 9.4 Compliance with Laws and Regulations

Contractor shall at all times comply with all applicable laws, regulations, policies, procedures and directives (together, the "Law"), including without limitation, FTA regulations, policies, procedures and directives, including those listed directly or by reference in the agreement between the Agency and FTA that funds any part of this Contract, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

GC 9.5 Changes of Law

Changes of Law that become effective after the Proposal Due Date may result in price changes. If a price adjustment is indicated, either upward or downward, it shall be negotiated between the Agency and the Contractor and the final Contract price shall be adjusted upwards or downwards to reflect such changes in Law. Such price adjustment may be audited, where required. For certainty, in the event that a price adjustment is required in respect of changes that are mandatory as a result of legislation or regulations that become effective after the date of the tender

submission, such price adjustment shall be negotiated in good faith by the Agency and the successful bidder.

GC 9.6 Governing Law and Choice of Forum

This Contract shall be governed by the laws of State of California without regard to conflict of law rules. The Contractor consents to the exclusive jurisdiction of the State and federal courts exercising jurisdiction over the County where any Agency designated as a party to the litigation is located.

GC 9.7 Disputes

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under or related to this Contract that is not disposed of by agreement shall be decided in accordance with the following steps. However, by mutual agreement the matter may be taken immediately to any higher step in the dispute resolution process, or mutually agreed to alternative dispute resolution process (which may include structured negotiations, mediation or arbitration) or litigation. Pending final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Contracting Officer's or Chief Executive Officer's decision, as the case may be.

1. **Notice of dispute.** All disputes shall be initiated through a written dispute notice submitted by either party to the other party within 10 (ten) calendar days of the determination of the dispute.

2. **Negotiation between contracting officers.** The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Contract promptly by negotiation between the designated Contracting Officer of the Agency ordering the vehicles and the Contractor's executives who have authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved in the normal course of business as provided in (1) above. Within 14 (fourteen) calendar days after delivery of the dispute notice, the receiving party shall submit to the other party a written response. The dispute notice and written response shall include: (a) a statement of the party's position and a summary of the arguments supporting that position, (b) any evidence supporting the party's position and (c) the name of the executive who shall represent that party and of any others who shall accompany the executive in negotiations. Within 28 (twenty-eight) calendar days after delivery of the dispute notice, the Contracting Officer of both parties shall meet at a mutually acceptable time and place, and thereafter as they reasonably deem necessary to attempt to resolve the dispute. All reasonable requests for information by one party to the other shall be honored.

If the matter has not been resolved by these people within 42 (forty-two) calendar days of the dispute notice, the dispute may be referred to more senior executives of both parties who have authority to settle the dispute and who shall likewise meet to attempt to resolve the dispute.

GC 9.8 Maintenance of Records; Access by Agency; Right to Audit Records

In accordance with 2 CFR § 200.334 and 49 USC § 5325(g), the Contractor agrees to provide the Agency, FTA, the Comptroller General of the United States, the Secretary of the U.S. Department of Transportation, the State of California or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor that are directly pertinent to or relate to this Contract (1) for the purpose of making audits, examinations, excerpts and transcriptions and (2) when conducting an audit and inspection.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

For Contract modifications or change orders the Agency, FTA, the Comptroller General of the United States, the Secretary of the U.S. Department of Transportation, the State of California or any of their duly authorized representatives shall have the right to examine all books, records, documents and other cost and pricing data related to a Contract modification, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of the Contract modification or change order shall be made available for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, either before or after execution of the Contract modification or change order for the purpose of conducting a cost analysis. If an examination made after execution of the Contract modification or change order reveals inaccurate, incomplete or out-of-date data, the Contracting Officer may renegotiate the Contract modification or change order price adjustment, and the Agency shall be entitled to any reductions in the price that would result from the application of accurate, complete or up-to-date data.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

The requirements of this section are in addition to any other audit, inspection and record-keeping provisions specified elsewhere in the Contract documents.

GC 9.9 Confidential Information

Access to government records is governed by the statutes of the State of California. Except as otherwise required by the statutes of the State of California, the Agency shall exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted or disclosed during the Contract period. Any such proprietary information, trade secrets or confidential commercial and financial information that a Contractor believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information shall not ensure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

Upon a request for records from a third party regarding the Contract, the Agency shall notify the Contractor in writing. The Contractor must respond within ten (10

) days with the identification of any and all "proprietary, trade secret or confidential commercial or financial" information. The Contractor shall agree to indemnify, defend, and hold harmless the Agency for all costs associated with the Agency's withholding such identified information; otherwise, the requested information may be released.

The Agency shall employ sound business practices no less diligent than those used for the Agency's own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by the Contractor pursuant to the Contract that contain confidential commercial or financial information, trade secrets or proprietary information as defined in or pursuant to the statutes of the State of California against disclosure of such information and material to third parties except as permitted by the Contract. The Contractor shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information, with such determinations to be made by the Agency in its sole discretion, bears appropriate notices relating to its confidential character.

During the performance of the Work under the Contract, it may be necessary for either party (the "Discloser") to make confidential information available to the other party (the "Recipient"). The Recipient agrees to use all such information solely for the performance of the Work under the Contract and to hold all such information in confidence and not to disclose same to any third party without the prior written consent of the Discloser or as required by law. Likewise, the Recipient agrees that all information developed in connection with the Work under the Contract shall be used solely for the performance of the Work under the Contract, and shall be held in confidence and not disclosed to any third party without the prior written consent of the Discloser or as required by law.

This Confidentiality section shall survive the termination or expiration of the Contract.

GC 9.10 Conflicts of Interest, Gratuities

No member, officer, or employee of the Agency or of a local public body during his or her tenure, or one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

GC 9.11 General Nondiscrimination Clause

In connection with the performance of Work provided for under this Contract, the Contractor agrees that it shall not, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation or age, discriminate or permit discrimination against any person or group of people in any manner prohibited by federal, state or local laws.

GC 9.12 Amendment and Waiver

GC 9.12.1. Amendment

Any modification or amendment of any provisions of any of the Contract documents shall be effective only if in writing, signed by authorized representatives of both the Agency and Contractor, and specifically referencing this Contract.

GC 9.12.2. Waiver

In the event that either party elects to waive its remedies for any breach by the other party of any covenant, term or condition of this Contract, such waiver shall not limit the waiving party's remedies for any succeeding breach of that or of any other term, covenant or condition of this Contract.

GC 9.13 Remedies not Exclusive

The rights and remedies of the Agency provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

GC 9.14 Counterparts

This Contract may be executed in any number of counterparts. All such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original thereof.

GC 9.15 Severability

Whenever possible, each provision of the Contract shall be interpreted in a manner as to be effective and valid under applicable law. However, if any provision, or part of any provision, should be prohibited or invalid under applicable law, such provision, or part of such provision, shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of the Contract.

GC 9.16 Third-Party Beneficiaries

No provisions of the Contract shall in any way inure to the benefit of any third party, including the public at large, so as to constitute such person a third-party beneficiary of the Contract or of any one or more of the terms and conditions of the Contract or otherwise give rise to any cause of action in any person not a party to the Contract, except as expressly provided elsewhere in the Contract.

GC 9.17 Assignment of Contract

Neither party shall assign or subcontract its rights or obligations under the Contract without prior written permission of the other party, and no such assignment or subcontract shall be effective until approved in writing by the other party. Contractor accepts that the right to Purchase may be assigned by the Agency as described in clause NR1, above And clause SP2, below.

GC 9.18 Independent Parties

The Contractor is an independent contractor with respect to the performance of all Work hereunder, retaining control over the detail of its own operations, and the Contractor shall not be considered the agent, employee, partner, fiduciary or trustee of the Agency.

GC 9.19 Survival

The following sections shall survive the nominal expiration or discharge of other Contract obligations, and the Agency may obtain any remedy under law, Contract or equity to enforce the obligations of the Contractor that survive the manufacturing, warranty and final payment periods:

- "Intellectual Property Warranty"
- "Data Rights"
- "Indemnification"
- "Governing Law and Choice of Forum"
- "Disputes"
- "Confidential Information"
- "Parts Availability Guarantee"
- "Access to Records"
- "Training"

GC 10. Agency-Specific Provisions – Not Used

SECTION 4: SPECIAL PROVISIONS

SP 1. Authorization to Use the Joint Procurement Contract

The use of the Joint Procurement contract shall be restricted to the agencies listed in Appendix "C" publicly funded transit agencies, city transit systems, other governmental agencies or non-profit organizations performing governmental services.

SP 2. Assignability

Basin Transit reserves the right to assign the ability to use the Procurement to any other grantees of FTA funds in accordance with FTA Circular 4220.1F or successor circulars. These grantees shall be CalTrans subrecipients or other Ordering agencies identified in this RFP. A letter of Assignment shall be issued by either BASIN TRANSIT or by CalACT acting for Basin Transit under the terms of their Cooperative Purchasing Agreement. Basin Transit reserves the right to withhold assignments at its unilateral discretion. Each Assignment shall be valid for a one-year period. All buses ordered under that Assignment shall be delivered and accepted in accordance with SP 11.

SP 3. Period of Performance

The initial period of performance shall be one (1) year. Basin Transit shall have the right to extend the period of performance for four (4) one-year options. **The four (4) one-year option periods are a unilateral right that shall not be refused by the Contractor.** Subject to the Agency's right to order modifications, the Option Vehicles shall have the same specifications as the vehicles purchased under the initial Contract. The Agency may exercise the Options by written notice to the Contractor ("Notice of Exercise of Option") prior to the expiration of the initial period of performance.

In the event that these options are exercised, the pricing for each option period shall be established per the provisions of SP 5.3, Price Validity for Option Periods.

SP 4. Procurement Fee

A procurement fee of 1% of total pre-tax price per vehicle, up to $40,000 per transaction shall be paid by the Contractor(s) to the Cooperative each month based on activity on this contract. This fee shall be shown as a separate line item on the invoice to the Agency ordering the vehicles. It shall be payable to the Cooperative within thirty (30) days of delivery to agencies. Contractors shall also supply monthly activity reports showing all orders and payments to the Cooperative. This activity may be audited. The Cooperative may charge interest for late payment if payment is delayed more than ten (10) days after the payment Due Date set forth above. Interest will be charged at a rate of 10% of the procurement fee that is due. The fee does not apply to direct purchases by Basin Transit or its subrecipients. Basin Transit reserves the right to unilaterally change these fees at any time by giving written notice to the contractor.

Failure to report shall also be seen as failure to perform the contract and may lead to corrective action up to and including Termination for Default.

SP 5. Pricing

SP 5.1 Price Protection

Contractor agrees all the Prices, terms, warranties, and benefits provided in this Contract are comparable to or better than the terms presently being offered by Contractor to any other governmental entity purchasing the same quantity under similar terms. If during the term of this Contract, Contractor shall enter into contracts with any other governmental entity providing greater benefits or more favorable terms than those provided by this Contract, Contractor shall be obligated to provide the same to Purchaser for subsequent purchases.

SP 5.2 Price Validity for the Initial Contract Term

Contractor agrees to sell vehicle(s), including proposed optional equipment, at the same price and under the terms and conditions of this Agreement from the time of contract award to the expiration of the initial contract term. By submittal and acceptance of its pricing, the Contractor also agrees to provide any of the listed optional features at the listed pricing for the initial one-year contract term.

SP 5.3 Vehicle and Optional Feature Pricing for Option Periods

Subject to the provisions of . Price Adjustments, the price of the vehicles and optional equipment ordered after the base period shall be the base period unit price adjusted by multiplying the applicable base period price by the following fraction:

Preliminary Index Number on Month Prior to Notice of Exercise of Option
Index Number available on Effective Date of the Contract or Prior Option Period

The Index shall be the Producer Price Index for Truck and Bus Bodies, Series No. 1413 published by the United States Department of Labor or if such Index is no longer in use, then such replacement which is most comparable to the Index as may be designated by the Bureau of Labor Statistics, or as agreed by the parties. However, in no case shall the annual increase in the cost of a vehicle configuration of separately priced optional equipment item created by the application of the above referenced Index exceed six (6%) unless the Contractor provides written evidence, such as invoices from its suppliers that its net material costs exceed six percent (6%). In that event, the price adjustment shall be six percent (6%) plus one half of the net material costs that exceed six percent (6%). Basin Transit reserves the right to apply the Price Index based escalation without requesting that the contractor provide the above items if there is a preponderance of evidence that the PPI pricing should simply be applied.

As an example,

- Should the index value raise by six percent or less, the index value shall be applied to the price of each vehicle configuration and each separately priced optional equipment item;

- Should the index value raise by more than six percent,

    - The price of each vehicle configuration and each separately priced optional equipment item shall be increased by three percent; and

    - Individual Contractors may request additional increases for individual vehicle configurations or items of separately priced optional equipment. Properly documented increases in net material costs will be subject to the cost sharing provisions above

- The net material costs shall be calculated on the full bill of materials for the affected vehicle or separately priced optional equipment. An increase in excess of six percent for a particular system or equipment will not merit a price increase in excess of three percent, should those costs be offset by reduced pricing of other systems or equipment. Pricing considered must include any applicable rebates, credits, or other offsets of any kind.

Price adjustments shall be made at the start of each option year, with the six percent (or greater) maximum described above based on the then current pricing. That is, an adjustment at the start of the first option period would be calculated from base pricing. An adjustment at the start of the second option period would be calculated on the first option period pricing. An adjustment at the start of the third option period would be calculated on the second option period pricing.

Notwithstanding the above, an increase due to inordinate increases in battery costs (For BEB and FC Buses only) shall be also considered each time a price adjustment is granted for an extension of an option. The Contractor shall provide documentation of the battery component cost increase. The price may be adjusted only in the same amount as the price increase to the Contractor and is net of the price increase granted to the cost of the complete bus. The Contractor shall submit the request and all necessary documentation to the Agency. The documentation of such factors shall be provided by the Contractor. Should the Agency not grant this price increase, the vehicle(s) affected by the BCA price increase may be removed the joint procurement and the contract terminated upon the responsible contractor's request. The agency may only grant the battery cost adjustment (BCA) as a percentage of battery cost vs. total bus cost, excluding this adjustment from the PPI increase. This is because you have already received a PPI increase on the bus body cost. This calculation needs to be reflected in the contractor's request letter per applicable line item.

A minimum of 60 calendar days advance written notice of price increase from the renewal due date is required which is to be accompanied by sufficient documentation to justify the requested increase.

SP 5.4 **Prohibitions**

Contractors are expressly prohibited from offering any rebates, parts credits and any other price discounts following contract award.

SP 5.5 **Price Adjustments**

Section GC 9.6, Changes of Law, provides for price adjustments because of changes of law. Section SP 5.3 provides for price adjustments based on increased material costs. The Agency shall consider extraordinary relief when circumstances amounting to a force majeure impact the Contractor's material costs and such increase is not adequately addressed by those provisions.

A minimum of 60 calendar days advance written notice of price increase is required which is to be accompanied by sufficient documentation to justify the requested increase. Upon petitioning the agency for Force Majeure relief, the contractor must meet with the Agency or it's representatives on demand and provide substantive documentation within 30 days. The agency will not accept a simple recitation of cost factors, but will expect a submission of past and present costs to demonstrate that a Force Majeure condition has occurred. The contractor may be asked to reimburse up to of $3,000 for expenses in evaluating the Force Majeure request.

SP 6. Ordering Procedures

Agencies that are members of the joint procurement and that are using federal funds to place orders under this contract shall follow the following procedures:

1. The Agency shall develop a requirements list showing all optional features, if any, that are required. In addition, the Agency shall identify any other evaluation factors that shall be considered in determining which vehicle is to be ordered. (Factors that may also be considered include past performance, special features of the specific vehicle required for effective program performance, warranty considerations, if any, maintenance or inventory considerations, if any and proposed delivery schedule.)

2. The Agency shall issue a request for delivery schedule to Contractors for at least three of vehicles available on the contract. (If there are fewer than three vehicles listed, the Agency shall obtain this information for the maximum number of vehicles available.) The RFQ shall list any other additional information that is required. It shall also note how information shall be evaluated and the deadline for submittal.

3. Following receipt of the information, the Agency shall evaluate the submittals according to the evaluation criteria and select the quote that represents the offer that is most advantageous to the Agency when all factors are evaluated.

4. The recommended firm shall receive a written Order Confirmation form from the Ordering Agency. This form shall indicate:

    a. Itemized list of all vehicles, parts, etc. being ordered and prices
    b. Designated delivery point
    c. Delivery due date.

5. The Order Confirmation form does not replace any other required document such as Purchase Orders that may be issued by the agency.

6. All eligible orders must provide a proposal (quote) from the selected Dealer or Manufacturer that provides at a minimum the following information:

    Vehicle Type-provide description that includes make, model, vehicle class, propulsion type and capacity
    Full and legal Ordering Agency Name as it will appear on the Assignment
    Contact at Ordering Agency (including email, title, mailing address, phone number).
    Provide additional name if your contact is not the person that will receive the Assignment Letter.
    Sales person
    Quantity ordered-quote is to reflect entire and complete bus order, and is not per bus
    Price of all options

7. **Ordering agency to initiate the transaction in the Cooperative's online ordering program.** The agency and Contractor to update all information and changes as needed. Awarded contractors to be briefed by Cooperative staff on use of this program prior to beginning sales activity on the contract. A Cooperative representative will issue a Letter of Assignment only after all the aforementioned steps have taken place.

    ADA eligible Items identified for sales tax exemption
    Published and Non-Published Options are to be listed separately
    Total Price of Bus subject to the procurement fee
    Document Fee
    Sales Tax
    Procurement Fee
    Delivery fee as quoted on Price Worksheet with expected delivery date-**quotes issued without a delivery date are not valid.**
    Date of Order

All quotes from the contractor must be written using the same format and approved by the Cooperative prior to first order. Any changes to the order by the buyer or seller after receipt need to be sent to the Cooperative. All buses ordered must be compliance with the contract. Questions about buyer eligibility to purchase from the contract need to be sent to the Cooperative for verification. Any change orders made to the initial purchase order are to be communicated as soon as possible to the Cooperative.

SP 7. Inspection, Testing, Acceptance and Repairs

SP 7.1 **Inspections**

At the sole election of Basin Transit, the Agency may conduct an on-site inspection of the plant and/or first vehicle being manufactured to validate compliance with the specification and to validate the Post-Delivery Buy America and any other audit requirements. This vehicle is being called a First Article bus and it shall serve as a standard for the units that follow as ordered. This shall not relieve the Contractor and manufacturer from an obligation to manufacture all units in compliance with all specifications. The agency will at its discretion conduct on-site or virtual inspections of the manufacturing facility to confirm quality control procedures, technical qualifications and Buy America requirements. Individual purchasing agencies may request a First Article bus to be provided as part of their order. As per IP 12.4, prior to award, Basin Transit will evaluate a Representative Bus, that can be evaluated for performance, quality of manufacture with any variances to be reconciled to the specification and conformance to specifications.

As least thirty (30) days prior to completion of the First Article bus, the Contractor is to notify the Agency in writing. The First Article bus is to be available for inspection either at the point of delivery or at the manufacturing facility. Parties that are to be present include representatives from the successful manufacturer, the Contractor and representative(s) from Basin Transit. If the inspection is held at the manufacturing facility, and for inspection of the manufacturing or conversion facilities. the Contractor shall pay travel expenses and $100 per day per diem for up to (two) Basin Transit representatives. *In addition, the Contractor may be required to pay a up to a total of $10,000 per vehicle proposed for consultant/s fees and expenses to perform facility, Buy America and representative or First Article bus inspections, financial reviews and other necessary audits to be invoiced by the Cooperative.* Should a change in manufacturing facility or bus design requires another set of inspections post-award, the same schedule of fees shall apply.

SP 7.2 **Pre-Delivery Tests**

The Contractor's or manufacturer's pre-delivery tests and inspections of all Vehicles shall be performed at or near the manufacturing plant; they shall be performed in accordance with the procedures defined in Quality Assurance Provisions, and they may be witnessed by the Resident Inspector, if one is assigned to a specific order. The records of this testing shall be provided to the ordering agency in accordance with the Quality Assurance Provisions.

SP 7.3 **Service Prior to Delivery**

Prior to delivery, each vehicle shall be inspected and serviced by the Contractor or by an authorized dealer of the manufacturer in a service shop located near the Ordering Agency. The service shall include not less than the following:

A. Check and fill all fluid levels as necessary. This shall include but not be limited to engine oil, hydraulic oil, transmission fluid, coolant level and mixture, battery levels, brake fluid, differential oil, washer fluid, and any and all other fluid levels.
B. Complete wash and detail of the vehicle and removal of all unnecessary dealer stickers prior to delivery and inspection.
C. A four-wheel alignment at final point of inspection. Wheel alignment shall take place after delivery to the Contractor's location. Documentation of alignment settings for camber, caster, and toe-in settings shall be furnished for the final inspection, and must accompany delivery documentation to Ordering Agency.
D. Full tank of fuel at the Contractor's location.
E. Documentation of the alignment of headlights shall be provided to the Ordering Agency at delivery.
F. Check to ensure proper operation of all accessories, gauges, lights, mechanical, and hydraulic features. Particular attention shall be given to door alignment, lift operation, weather-stripping, hardware, paint condition, and labeling of the cooling system.
G. Copy of the Contractor's pre-delivery inspection and all subsequent inspections by Contractor's inspectors shall be provided to the Ordering Agency upon delivery.
H. A certified four-corner weight certificate showing the "as built" weight of the vehicle shall be provided with each vehicle at the time of delivery. The vehicle shall be full of fuel and all fluids and weighed with all equipment installed. The weight certificate shall be included with the bus and available for review at time of inspection.

SP 7.4 **Delivery Coordination and Pricing of Delivery**

All vehicle deliveries shall be coordinated with the ordering agency. The Contractor shall contact the ordering agency to agree upon a delivery schedule at least three (3) working days prior to delivery. Delivery shall be made during normal working hours. Delivery terms are Freight on Board (FOB) to be specified by the ordering agency, either at their place of business or at closest dealer location. Delivery charges are to be proposed per zone on the price worksheet and charged accordingly. Said **delivery charges are to be proposed from the proposer's place of business and point of service and pre-delivery inspection in the State of California to the ordering agency's place of business. (Not from Manufacturer's location)**

SP 7.5 **Delivery Inspection, Post-Delivery Tests and Acceptance**

Upon delivery of the Vehicle at a point of delivery, the Agency shall take possession of the Vehicle and shall perform the inspections and tests. For vehicles that are Federally funded, each bus shall be inspected and road tested per Appendix B, Visual Inspection and Road Test Forms. For vehicles funded by or through Caltrans, a postdelivery inspection is required. A sample inspection form is provided in BlackCat. If the Vehicle passes these inspections and tests, the

Agency shall Accept the Vehicle no later than the fifteenth day after Contractor delivers the Vehicle to the Agency. The Agency may Accept a Vehicle earlier upon Notice of early Acceptance to the Contractor. If the Agency has not issued a Notice of Acceptance, the Agency shall be deemed to have accepted a Vehicle on the date it places the Vehicle into revenue service.

Vehicles that fail to pass the post-delivery tests are subject to non-acceptance. The Agency shall record details of all Defects on the appropriate test forms and shall notify the Contractor of acceptance or non-acceptance of each bus after completion of the tests. The Defects detected during these tests shall be repaired according to procedures defined in "Repairs after Non-Acceptance."

SP 7.6 **Documentation and Deliverables Per Bus Order**

The Technical Specification identifies all technical deliverables that must be provided with each bus order. In addition to those items, the Contractor shall provide deliver the following documentation and deliverables with the bus(es).

- Warranty papers – forms, policy, procedures
- Post Delivery Buy America documentation. The Contractor also shall exert its best efforts to keep maintenance manuals, operator manuals and parts books up to date for a period of five (5) years. The supplied manuals shall incorporate all equipment ordered on the buses covered by this procurement. In instances where copyright restrictions or other considerations prevent the Contractor from incorporating major components information into the bus parts and service manuals, separate manual sets as published by the subcomponent Supplier shall be provided.

SP 7.7 **Repairs after Non-Acceptance**

The Contractor, or its designated representative, shall perform the repairs after non-acceptance.

SP 8.

The Contractor shall provide a vehicle orientation with each vehicle delivered to an Agency. If an agency orders more than one (1) vehicle of identical specifications, the orientations shall be provided on the first vehicle delivered. The orientation shall be conducted by the Contractor for the maintenance and operations supervisory and training personnel. The orientation shall include but not be limited to:

- Engine type and proper type of fuel
- How to check coolant level and type of coolant required
- Function of all controls on the vehicle.
- Function of all controls on the driver control panel
- Location and function of controls on all add-on equipment, such as the A/C, etc.
- Location and identification of all visible and audible alarms.

- Location and identification of tire pressure ID plate
- Location of batteries and how to service the batteries.

SP 9. Registration of Vehicles

The Contractor shall all the necessary documentation (MSO, Weight slip, etc.) for the agency to register the buses after delivery. Costs to provide these shall not be billed separately and must be incorporated into the vehicle unit prices. The agency must be able to register the vehicle free and clear of all liens (other than those provided by the Ordering Agency), mortgages and encumbrances, financing statements, security agreements, claims, and demands of any character against the vehicle following the Agency's Acceptance of each bus.

SP 10. Payment

All payments shall be made as provided herein, less any additional amount withheld as provided below and less any amounts for liquidated damages in accordance with "Liquidated Damages for Late Delivery of the Bus."

The Agency shall make payments for buses at the unit prices itemized in the price schedule within thirty (30) calendar days after the delivery and acceptance of each bus and receipt of a proper invoice.

The Agency shall make payments for spare parts and/or equipment at the unit prices itemized in the price schedule within thirty (30) calendar days after the delivery and acceptance of said spare parts and/or equipment and receipt of a proper invoice.

The Agency shall make a final payment for all withholding within thirty (30) calendar days of receipt of a final proper invoice and the following:

1. Delivery and acceptance of all Contract deliverables, including manuals and other documentation required by the Contract, excluding training.
2. Contractor provision of any certifications as required by law and/or regulations.
3. Completion of post-delivery audits required under the Contract.

SP 10.1 **Invoices**

Contractor shall submit invoices for all Vehicles, Spare Parts, and all equipment and other items purchased under this Contract to the Agency thirty (30) calendar days prior to each delivery. Payment shall be within 30 days after Acceptance of each item. Proforma invoices shall be acceptable.

SP 10.2 **Payment of Taxes**

Unless otherwise provided in this Contract, the Contractor shall pay all federal, state and local taxes, and duties applicable to and assessable against any Work, goods, services, processes and operations incidental to or involved in the Contract, including but not limited to retail sales and use, transportation, export, import, business and special taxes. The Contractor is responsible for

ascertaining and paying the taxes when due. The total Contract price shall include compensation for all taxes the Contractor is required to pay by laws in effect on the Proposal Due Date, except sales and use taxes normally applicable to purchasers. These sales and use taxes vary by jurisdiction and shall be billed separately, at cost and without markup of any kind, and subsequently reimbursed by each purchaser in conjunction with payment for the vehicles. The Contractor shall maintain auditable records, subject to the Agency reviews, confirming that tax payments are current at all times. Each invoice for vehicles shall specifically indicate the tax exemption for handicapped equipment (California Revenue and Taxation Code Section 6394.4).

SP 10.3 Alternate Payment

MBTA has proposed and is working with FTA to define adequate security as follows:
The Contractor may submit a request for payment upon the Resident Inspector's release of the bus for shipment. Progress payment shall be made not more than thirty calendar days after receipt of an appropriate invoice. As a pre-condition to payment:

1. The purchaser must have completed the relevant Buy America post-delivery audit and have received from the Contractor documentation that would allow the purchaser to secure title to the bus. The Buy America audit is contemplated for completion during the pendency of the thirty-day payment window. Additionally, delivery of title documentation is contemplated is contemplated as occurring during that thirty-day window. Securitization in this manner is contingent on FTA's concurrence that this method represents adequate security to protect their interest in the acquisition. (Alternate Pricing 1 in BAFO sheet)

OR

2. The Contractor must deliver an irrevocable letter of credit covering the full amount of the progress payment. The form of and requirements for letter of credit or other form of security approved by Basin Transit are provided herein. The price for the securitization to be included in the price offered. As the use of progress payments has not been common practice in the industry, Basin Transit reserves the right to renegotiate the price for securitization prior to each option year exercised providing acceptable documentation is submitted by the Contractor to support any adjustment requested. (Alternate Pricing 2 in BAFO sheet).

Contractors wanting to utilize this alternative payment plan (#2) are to clearly state the method of security they are proposing with the payment terms as well as the method of calculation that will be used for any discounts provided at time of quote/proposal. The costs associated with stated security must be included in the Alternate Payment Price.
The Agency shall make progress payments in accordance with the following schedule. No other progress payments are authorized under this Agreement. Advance payments are expressly prohibited.
A payment of 75% of the purchase price upon release for shipment as detailed above.

The Agency shall make payments for spare parts and/or equipment at the unit prices itemized in the price schedule within thirty (30) calendar days after the delivery and acceptance of said spare parts and/or equipment and receipt of a proper invoice.
The Agency shall make a final payment for all withholding within thirty (30) calendar days of receipt of a final proper invoice and the following:

1. Delivery and acceptance of all Contract deliverables, including manuals and other documentation required by the Contract, excluding training.
2. Contractor provision of any certifications as required by law and/or regulations.
3. Completion of post-delivery audits required under the Contract.

SP 11. Delivery Schedule

The Contractor shall deliver all buses on or before the delivery date contained in the Order Confirmation issued by each ordering agency or if not specified, the minimum delivery standards specified in this section. The Order Confirmation shall also indicate the point of delivery as well as days and hours of delivery.

"Default" Delivery Standard: If a delivery date is not specified by the quote provided, delivery of the vehicles shall be completed within 365 calendar days after issuance of purchase orders by the Purchasing Agencies. If the delivery is delayed because of strike, injunctions, governmental controls, or any cause or circumstances beyond the reasonable control of the manufacturer, supplier or contractor, the time of completion of delivery may be extended upon written request from the proposing firm and approval by Basin Transit and the ordering agency. The request for extension must include detailed justification for the length of the time extension.

The Contractor shall propose a delivery date identifying this in its proposal to each participant. Proposals (quotes) not indicating a delivery date to the ordering agency default to the above standard. Liquidated damages to be assessed based on the revised delivery schedule.

SP 12. Liquidated Damages for Late Delivery of the Bus

It is mutually understood and agreed by and between the parties to the Contract that time is of the essence with respect to the completion of the Work and that in case of any failure on the part of the Contractor to deliver the buses within the time specified in "Delivery Schedule," except for any excusable delays as provided in "Excusable Delays/Force Majeure" or any extension thereof, the Agency shall be damaged thereby. The amount of said damages, being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that the amount of such damages due to the Agency shall be fixed at $100 per business day per bus.

The Contractor hereby agrees to pay the aforementioned amounts as fixed, agreed and liquidated damages, and not by way of penalty, to the Agency and further authorizes the Agency to deduct the amount of the damages from money due the Contractor under the Contract, computed as

aforesaid. If the money due the Contractor is insufficient or no money is due the Contractor, then the Contractor shall pay the Agency the difference or the entire amount, whichever may be the case, within thirty (30) days after receipt of a written demand by the Contracting Officer.

The payment of aforesaid fixed, agreed and liquidated damages shall be in lieu of any damages for any loss of profit, loss of revenue, loss of use, or for any other direct, indirect, special or consequential losses or damages of any kind whatsoever that may be suffered by the Agency arising at any time from the failure of the Contractor to fulfill the obligations referenced in this clause in a timely manner.

SP 13. Service and Parts

SP 13.1 **Contractor Service and Parts Support**

The Contractor shall state on the form Contractor Service and Parts Support Data the representatives responsible for assisting the Agency, as well as the location of the nearest distribution center, which shall furnish a complete supply of parts and components for the repair and maintenance of the buses to be supplied. The Contractor also shall state in its Proposal its policy on transportation charges for parts other than those covered by warranty. The Contractor must identify in its proposal that it has the resources and experience to service a contract of this scale. Physical service centers with the proximity and the technical capacity to serve the Cooperative's statewide participants are to be identified. Alternatively, if a proposer intends to utilize a subcontractor to provide service and warranty the proposed subcontractor must be identified in the proposal. A letter documenting the manufacturer's approval and authorization of the proposed service provider to perform service and warranty repairs for this contract, along with a letter from the subcontract service provider agreeing to perform the proposed service and warranty requirements, must be submitted with the proposal. The Agency reserves the right to evaluate and approve the subcontractor's technical capacity to adequately serve a contract of the size and scope anticipated for this procurement.

SP 13.2 **Parts Availability Guarantee**

The Contractor hereby guarantees to provide, within reasonable periods of time, the spare parts, software and all equipment necessary to maintain and repair the buses supplied under this Contract for a period of at least five (5) years after the date of acceptance. Parts shall be interchangeable with the original equipment and shall be manufactured in accordance with the quality assurance provisions of this Contract. Prices shall not exceed the Contractor's then-current published catalog prices.

Where the parts ordered by the Agency are not received within two working days of the agreed-upon time and date and a bus procured under this Contract is out of service due to the lack of said ordered parts, then the Contractor shall provide the Agency, within twenty four (24) hours of the Agency's verbal or written request, the original Suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the Agency.

Where the Contractor fails to honor this parts guarantee or parts ordered by the Agency are not received within thirty (30) days of the agreed-upon delivery date, then the Contractor shall provide to Agency, within seven (7) days of the Agency's verbal or written request, the design and manufacturing documentation for those parts manufactured by the Contractor and the original Suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the Agency. The Contractor's design and manufacturing documentation provided to the Agency shall be for its sole use in regard to the buses procured under this Contract and for no other purpose.

SP 14. Federal Motor Vehicle Safety Standards (FMVSS)

The Contractor shall submit either a manufacturer's FMVSS self-certification that the vehicle complies with relevant FMVSS or a manufacturer's certified statement that the contracted buses shall not be subject to FMVSS regulations. One copy of the statement shall be provided to each Agency with the delivery of the buses.

SP 15. Motor Vehicle Pollution Requirements

The Contractor shall furnish to each Agency a certification in writing with each Vehicle delivered that:

- Vehicles shall meet Federal and California pollution requirements.
- The horsepower of the Vehicle is adequate for the speed, range, and terrain in which it shall be required to operate and meet the demands of all auxiliary power equipment.

SP 16. Insurance

The Agency recognizes that the Contractor may be a dealer whose role is warranty and service of the vehicles. In such cases, the Contractor shall maintain in effect during the term of this Contract, including any warranty period, at its own expense, at least the following coverage and limits of insurance:

- Statutory Workers Compensation and Employers Liability insurance and/or qualified self-insurance program covering Supplier's employees while on Agency property.
- Commercial General Liability Insurance:
    - Bodily Injury and Property Damage, including Contractual Liability covering the indemnification contained herein, $1,000,000 combined single limits per occurrence, $5,000,000 aggregate, where applicable.
    - Product liability: $1,000,000 per occurrence, for a period of five (5) years after acceptance of the last bus delivered under this Contract (Products Liability coverage may be effected through one or more excess liability policies).
- Automobile Liability Insurance: Bodily Injury and Property Damage, $1,000,000 combined single limits per occurrence.

In addition, the vehicle manufacturer whose role is to provide the vehicle shall maintain in effect during the term of this Contract, including any warranty period, at its own expense, at least the following coverage and limits of insurance:

- Commercial General Liability Insurance:
  - Bodily Injury and Property Damage, including Contractual Liability covering the indemnification contained herein, $1,000,000 combined single limits per occurrence, $5,000,000 aggregate, where applicable.
  - Product liability: $1,000,000 per occurrence, for a period of five (5) years after acceptance of the last bus delivered under this Contract (Products Liability coverage may be effected through one or more excess liability policies).

Contractor shall deliver to the Agency, within thirty (30) days after receiving Notice of Award of this Contract, evidence of the above. Prior to the expiration of any insurance during the time required, the Supplier shall furnish evidence of renewal to the Agency's Contract Administrator.

SP 17. Buy America Post-Delivery Audit

Prior to delivery of the first vehicle, the Contractor shall demonstrate compliance with Buy America through a Buy America Post-Delivery audit. The audit requirements are further detailed in Appendix E.

SP 18. Interchangeability

All buses delivered under this Contract, whether provided by a Subcontractor or Supplier, or manufactured by the Contractor, shall be duplicates in design and manufacture, and installed to assure Interchangeability among Buses in each separate order. This Interchangeability shall extend to the components and parts as well as to their locations in the Buses for all buses produced during the first year of the contract.

For buses being produced during the second base year of the Contract, Basin Transit shall consider changes such as product improvements on a case-by-case basis. Basin Transit's basic expectation for any such change is that the new product shall perform at least as well if not better than the original. To that end, the Contractor may be required to obtain and provide an extended warranty at no cost for any proposed change in components.

If a supplier discontinues a product during the Contract period, Basin Transit shall consider a substitute product on a case-by-case basis. No substitutions are to be made without the express written consent of Basin Transit. Basin Transit's basic expectation for any such change is that the new product shall perform at least as well if not better than the original. To that end, the Contractor may be required to obtain and provide an extended warranty at no cost for any proposed change in components.

All such changes shall be processed according to the provisions of GC 8, Changes. The Contractor shall not modify any of the listed items contained on the Technical Submittal which was submitted with the proposal without the express written consent of Basin Transit.

SP 19. New Technology

Basin Transit reserves the right to add or replace new devices to this contract that may evolve through new technology to the resulting contract. Such additions must be for the same purpose as equipment awarded and fall within the original scope. Such equipment shall only be added if it is presented as an ite333ms addition by an awarded Contractor.

SP 20. Altoona Testing for New Buses.

The Agency values timely delivery of fully compliant vehicles. Requirements for timely delivery are established in SP 11 and 12. Requirements for compliance with 49 CFR Part 655 (Altoona Bus Testing) are established in FR 14. Additionally, Proposers and Contractors offering new bus models as defined in 49 CFR 655.5 are required to make reasonable progress towards successfully completing Altoona testing. In this context, "reasonable progress" is defined as:

- FTA authorization (confirmation from FTA or PSU Bus Testing Program) of testing obtained prior to submission of final proposal; and
- Successful completion of required testing within one year of award. (Passed and satisfactory test)

The above is to be provided with the proposal and not merely promised by the firm. The agency will consider timely, good faith efforts by Proposers and contractors in enforcing these requirements but retains the authority to reject any proposal related to a new bus model for which the FTA has not authorized testing, and to take any such other actions to ensure new bus model sellers diligently pursue successful testing.

SECTION 5: FEDERAL REQUIREMENTS

Access to Records

The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the Agency, the FTA Administrator, the Comptroller General or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 2 CFR 334. See also clause GC 9.9.

The following access to records requirements apply to this Contract:

FR 1.1 Local Governments

In accordance with 2 CFR 334 the Contractor agrees to provide the Agency, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor that are

directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Federal Funding, Incorporation of FTA Terms and Federal Changes

The preceding provisions include, in part, certain standard terms and conditions required by the Department of Transportation, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in 2 CFR Part 200, and/or FTA Circular 4220.1F or its successors are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act or refuse to comply with any Agency requests that would cause the Agency to be in violation of the FTA terms and conditions.

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

Federal Energy Conservation Requirements

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

Civil Rights Requirements

The following requirements apply to the underlying Contract:

1. **Nondiscrimination:** In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 USC § 12132, and Federal transit law at 49 USC § 5332, the Contractor agrees that it shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Equal Employment Opportunity:** The following equal employment opportunity requirements apply to the underlying Contract:

    (a) **Race, Color, Creed, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e, and Federal transit laws at

49 USC § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age:** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC §§ 623 and Federal transit law at 49 USC § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities:** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, the Contractor agrees that it shall 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 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. The Contractor 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.

No Government Obligation to Third Parties

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

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

Program Fraud and False or Fraudulent Statements or Related Acts

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §§ 3801 *et seq*. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor 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 or the FTA assisted project for which this Contract Work is being performed. In addition to other penalties that may be applicable, the Contractor 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 Contractor to the extent the Federal Government deems appropriate.

2. The Contractor also acknowledges that if it makes, or causes 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 USC § 5307, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who shall be subject to the provisions.

Suspension and Debarment

This Contract is a covered transaction for purposes of 2 CFR Parts 180 and 1200. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940 and 180.945.

The Contractor is required to comply with 2 CFR 180, Subpart C, and must include the requirement to comply with 2 CFR 180, Subpart C, in any lower-tier covered transaction it enters into.

By signing and submitting its bid or Proposal, the Bidder or Proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Agency. If it is later determined that the Bidder or Proposer knowingly rendered an erroneous certification, in addition to remedies available to the Agency, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder or Proposer agrees to comply with the requirements of 2 CFR 180, Subpart C, while this Proposal is valid and throughout the period of any Contract that may arise from this Proposal. The Bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Disadvantaged Business Enterprise (DBE)

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

The Contractor shall maintain compliance with "DBE Approval Certification" throughout the period of Contract performance.

The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by the Contractor 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 the Agency deems appropriate. Each subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

Prompt Payment to Subcontractors

Pursuant to 49 Code of Federal Regulations (CFR) Part 26, the Contractor shall pay each Subcontractor under this Contract for satisfactory performance of its Contract no later than thirty days (30) days after receipt of any related Progress Payment received from Agency. The Contractor shall pay to each Subcontractor all amounts it has retained from payments under the Subcontract within thirty (30) days after the Subcontractor's work is satisfactorily completed. Any delay of payment beyond the thirty (30) day time limit shall be only for good cause, and only upon the prior written approval of Agency.

Clean Water Requirements

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 *et seq.* The Contractor agrees to report each violation to the Agency and understands and agrees that the Agency shall, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

2. The Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

Clean Air Requirements

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401 *et seq*. The Contractor agrees to report each violation to the Agency and understands and agrees that the Agency shall, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

2. The Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

Compliance with Federal Lobbying Policy

Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it shall not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal Contract, grant or any other award covered by 31 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal Contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Buy America

The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal fund may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. and include a general public interest waiver which applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data.

Separate requirements for rolling stock are set out at 49 USC 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 70 percent domestic content.

A Bidder or Proposer must submit to the Agency the appropriate Buy America Certification with all offers on FTA-funded contracts, except those subject to a general waiver. Proposals that are not accompanied by a properly completed Buy America certification are subject to the provisions of 49 CFR 661.13 and may be rejected as nonresponsive.

Testing of New Bus Models

The Contractor agrees to comply with 49 USC 5318 and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

1. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient, which shall be prior to the recipient's final acceptance of the first vehicle. See SP 20 for additional detail for "new bus models."

2. A manufacturer who releases a report under Paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

3. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

4. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

Pre-Award and Post-Delivery Audits

The Contractor agrees to comply with 49 USC § 5323(l) and FTA's implementing regulation at 49 CFR Part 663 and to submit the following certifications:

1. **Buy America requirements:** The Contractor agrees to cooperate with the Buy America requirements, consistent with applicable law, regulations, and FTA guidance, and in the manner detailed in Appendix E. **Upon receipt of Notice from Basin Transit, the proposer will be given 60 days to furnish Buy America cost data and verification of domestic origin to BASIN TRANSIT's designated auditor sufficient to confirm compliance with the requirement.**

2. **Solicitation specification requirements:** The Contractor shall submit evidence that it shall be capable of meeting the bid specifications.

3. **Federal Motor Vehicle Safety Standards (FMVSS):** The Contractor shall submit (1) manufacturer's FMVSS self-certification, Federal Motor Vehicle Safety Standards, that the vehicle complies with relevant FMVSS or (2) manufacturer's certified statement that the contracted buses shall not be subject to FMVSS regulations.

Cargo Preference

The Contractor agrees to the following:

- To use privately owned U.S.-flag commercial vessels to ship at least fifty (50) percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for U.S.-flag commercial vessels;
- To furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill of lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a Subcontractor's bill-of-lading.)
- To include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material or commodities by ocean vessel.

Fly America

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

Contract Work Hours and Safety Standards Act

1. **Overtime requirements:** No Contractor or Subcontractor 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 work week in which he or she is employed on such Work to work in excess of 40 hours in such work week 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 40 hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the clause set forth in paragraph 1 of this section, the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor 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 paragraph 1 of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section.

3. **Withholding for unpaid wages and liquidated damages:** Basin Transit 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 monies payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section.
4. **Subcontracts:** The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any Subcontractor or lower-tier Subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

ADA Access

The Contractor and any of its Subsuppliers under this Contract agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101 *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and the following regulations and any amendments thereto:

1. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
2. DOT regulations, "Americans With Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR Part 38;
3. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
4. U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) regulations, "American With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192;
5. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
6. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
7. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;

8. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
9. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, Subpart F;
10. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
11. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194; and
12. Any implementing requirements FTA may issue.

FR 20. Section 889 NDA

Execute CER 1.9

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FR 21. ITS Architecture

NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS (ITS) ARCHITECTURE AND STANDARDS

23 U.S.C. Sections 502, 517(d)
Intelligent transportation system (ITS) property and services must comply with the National ITS Architecture and Standards to the extent required by 23 U.S.C. Section 517(d) and FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 FR 1455 *et seq.*, January 8, 2001, and later published policies or implementing directives FTA may issue.

FR 22. Notification of Legal Matters

Vendor acknowledges that if a current or prospective legal matter that may affect the Federal Government interest in the contract emerges, Vendor will promptly inform Basin Transit so that it may notify the Federal Transit Administration and/or it's designee, the California Department of Transportation.

The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

FR 23. Limitations on Federal Funding.

Section 5323(u)(1) generally prohibits FTA funding of procurements of rolling stock from any manufacturer that is "owned or controlled by, is a subsidiary of, or is otherwise related legally or financially to a corporation based in" certain foreign countries.

Basin Transit may request evidence and information that the proposing manufacturer is not "owned or controlled by, is a subsidiary of, or is otherwise related legally or financially to a corporation based in" a country that meets the statutory criteria, and is not designated as one of the non-market economies by the US International Trade Administration. The information must be presented within 30 days of request. For purposes of this requirement, "otherwise related legally or financially" does not include a minority relationship or investment; it also does not include a relationship with or investment in a subsidiary, joint venture, or other entity based in a covered country that does not export rolling stock or components of rolling stock for use in the United States.

The agency reserves the right to solely determine whether the proposer meets the above criteria using principles of general corporate law.

FR 24. This Contract is subject to certification requirements related to any "unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability" and certain felony convictions.

The Contractor shall submit the required certification and shall require the same certification of all subcontractors and suppliers at any level, regardless of the value of any sub agreement.

SECTION 6: TECHNICAL SPECIFICATIONS

TS 1. GENERAL

Technical specifications define requirements for the vehicles are contained are found in Section 11.

SECTION 7: WARRANTY REQUIREMENTS

WR 1. Basic Provisions

WR 1.1 Warranty Requirements

WR 1.1.1 Contractor Warranty/Minimums

Warranties in this document are in addition to any statutory remedies or warranties imposed on the Contractor. Consistent with this requirement, the Contractor warrants and guarantees to the original Agency each complete bus and specific subsystems and components as follows. Performance requirements based on design criteria shall not be deemed a warranty item.

Minimum Standards:

The complete bus body and body structure, exterior, wiring, and paint shall be warranted to be free from defects, related defects, and to maintain structural integrity for a period of thirty-six (36) months or 60,000 miles. This warranty includes any failure as a result of frame alterations to lengthen the chassis for a Type C. This would include but not limited to frame, drive lines, brake lines and fuel lines that are altered as a result of the chassis stretch.

Contractor to provided standard OEM and supplier warranties for chassis, engine, wheelchair lifts or ramps and climate control systems, CNG conversions and electric powertrains describing these on the vehicle information sheets and as submissions on the proposal.

WR 1.1.2 Complete Bus

The complete bus, propulsion system, components, major subsystems and body and chassis structure are warranted to be free from Defects and Related Defects for ___years or _____ miles, whichever comes first, beginning on the date of revenue service but not longer than 15 days after acceptance under "Inspection, Testing, Acceptance and Repairs." The warranty is based on regular operation of the bus under the operating conditions prevailing in the Agency's locale. [Information from the selected firm(s) will be inserted at time of Contract award.]

WR 1.1.3 Body and Chassis Structure

Body, body structure, structural elements of the suspension and engine cradle are warranted to be free from Defects and Related Defects for X years or XXX miles, whichever comes first. [Information from the selected firm(s) will be inserted at time of Contract award.]

Primary load-carrying members of the bus structure, including structural elements of the suspension, are warranted against corrosion failure and/or Fatigue Failure sufficient to cause a Class 1 or Class 2 Failure for a period of X years or XXX miles, whichever comes first. [Information from the selected firm(s) will be inserted at time of Contract award.]

WR 1.1.4 Propulsion and Energy components, specifically the engine, transmission or drive motors, (For ICE) and generators, drive and non-drive axles and energy storage systems shall be warranted to be free from Defects and Related Defects for the standard X years or XXX miles, whichever comes first. The propulsion system manufacturer's standard warranty, delineating items excluded from the Extended Warranty, submitted in accordance with the Request for Pre-Offer Change. [Information from the selected firm(s) will be inserted at time of Contract award.]

WR 1.1.5 Emission Control System (ECS)

The Contractor warrants the emission control system for five years or 100,000 miles, whichever comes first. The ECS shall include, but is not limited to, the following components:

- complete exhaust system, including catalytic converter (if required)
- after-treatment device
- components identified as emission control devices

Note if Not Applicable in submission.

WR 1.1.6 Warranty Summary including Subsystems

Other subsystems shall be warranted to be free from Defects and Related Defects for the period shown below: [Information from the selected firm(s) will be inserted at time of Contract award.]

Item	Years	Mileage
Body Structure		
Chassis		
Engine		
Transmission		
Air Conditioner		
Lift/Ramp		
Battery Electric and Fuel Cell Components		
Other Optional Features		

WR 1.1.7 Extension of Warranty

If, during the warranty period, repairs or modifications on any bus are made necessary by defective design, materials or workmanship but are not completed due to lack of material or inability to provide the proper repair for thirty (30) calendar days, the applicable warranty period shall be extended by the number of days equal to the delay period.

WR 1.2 Voiding of Warranty

The warranty shall not apply to the failure of any part or component of the bus that directly results from misuse, negligence, accident or repairs not conducted in accordance with the Contractor-provided maintenance manuals and with workmanship performed by adequately trained personnel in accordance with recognized standards of the industry. The warranty also shall be void if the Agency fails to conduct normal inspections and scheduled preventive maintenance procedures as recommended in the Contractor's maintenance manuals and if that omission caused the part or component failure. The Agency shall maintain documentation, auditable by the Contractor, verifying service activities in conformance with the Contractor's maintenance manuals.

WR 1.3 Exceptions and Additions to Warranty

The warranty shall not apply to the following items:

- scheduled maintenance items
- normal wear-out items
- items furnished by the Agency

Should the Agency require the use of a specific product and has rejected the Contractor's request for an alternate product, then the standard Supplier warranty for that product shall be the only warranty provided to the Agency. This product shall not be eligible under "Fleet Defects," below.

The Contractor shall not be required to provide warranty information for any warranty that is less than or equal to the warranty periods listed.

WR 1.3.1 Pass-Through Warranty

Should the Contractor elect to not administer warranty claims on certain components and wish to transfer this responsibility to the sub-Suppliers, or to others, the Contractor shall request this waiver.

Contractor shall state in writing that the Agency's warranty reimbursements shall not be impacted. The Contractor also shall state in writing any exceptions and reimbursement including all costs incurred in transport of vehicles and/or components. At any time during the warranty period, the Contractor may request approval from the Agency to assign its warranty obligations to others, but only on a case-by-case basis approved in writing by the Agency. Otherwise, the Contractor shall be solely responsible for the administration of the warranty as specified. Warranty administration by others does not eliminate the warranty liability and responsibility of the Contractor.

WR 1.3.2 Superior Warranty

The Contractor shall pass on to the Agency any warranty offered by a component Supplier that is superior to that required herein. The Contractor shall provide a list to the Agency noting the

conditions and limitations of the Superior Warranty not later than the start of production. The Superior Warranty shall not be administered by the Contractor.

WR 1.4 Fleet Defects

WR 1.4.1 Occurrence and Remedy

TS 1.1 A Fleet Defect is defined as cumulative failures of three (3) of the same components in the same or similar application where the fleet size is fewer than twelve (12) buses where such items are covered by warranty. Where the fleet size is twelve (12) or more buses, a Fleet Defect is defined as twenty (20) percent of the same components in the same or similar application where such items are covered by warranty. Basin Transit reserves the right to declare a Fleet Defect applicable to all purchasers if cumulative reported defects exceed 10% of all model or bus type purchases. A Fleet Defect shall apply only to the base warranty period in sections entitled "Complete Bus," "Propulsion System" and "Major Subsystems." When a Fleet Defect is declared, the remaining warranty on that item/component stops. The warranty period does not restart until the Fleet Defect is corrected.

For the purpose of Fleet Defects, each order placed through the joint procurement shall be treated as a separate bus fleet.

The Contractor shall correct a Fleet Defect under the warranty provisions defined in "Repair Procedures." After correcting the Defect, the Agency and the Contractor shall mutually agree to and the Contractor shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same Defect in all other buses and spare parts purchased under this Contract. Where the specific Defect can be solely attributed to particular identifiable part(s), the work program shall include redesign and/or replacement of only the defectively designed and/or manufactured part(s). In all other cases, the work program shall include inspection and/or correction of all of the buses in the fleet via a mutually agreed-to arrangement. The Contractor shall update, as necessary, technical support information (parts, service and operator's manuals) due to changes resulting from warranty repairs. The Agency may immediately declare a Defect in design resulting in a safety hazard to be a Fleet Defect. The Contractor shall be responsible to furnish, install and replace all defective units.

WR 1.4.2 Exceptions to Fleet Defect Provisions

The Fleet Defect warranty provisions shall not apply to Agency-supplied items, such as radios, fare collection equipment, communication systems and tires. In addition, Fleet Defects shall not apply to interior and exterior finishes, hoses, fittings and fabric. Fleet defect rule does not apply to normal wear-and-tear items or the following major components: engine, transmission, and HVAC. However, if the fleet defect percentage is reached in a major component, it is expected that the manufacturer will fully support and assist the purchasing agencies with obtaining the appropriate remedy from the major component supplier. The fleet defect provision remains in force for all other components and structural elements proposed

WR 2. Repair Procedures

WR 2.1 Repair Performance

The Contractor is responsible for all warranty-covered repair Work. To the extent practicable, the Agency shall allow the Contractor or its designated representative to perform such Work. At its discretion, the Agency may perform such Work if it determines it needs to do so based on transit service or other requirements. Such Work shall be reimbursed by the Contractor.

WR 2.2 Repairs by the Contractor

If the Agency detects a Defect within the warranty periods defined in this section, it shall, within thirty (30) days, notify the Contractor's designated representative. The Contractor or its designated representative shall, if requested, begin Work on warranty-covered repairs within five calendar days after receiving notification of a Defect from the Agency. The Agency shall make the bus available to complete repairs timely with the Contractor's repair schedule.

The Contractor shall provide at its own expense all spare parts, tools and space required to complete repairs. At the Agency's option, the Contractor may be required to remove the bus from the Agency's property while repairs are being affected. If the bus is removed from the Agency's property, repair procedures must be diligently pursued by the Contractor's representative.

WR 2.3 Repairs by the Agency

WR 2.3.1 Parts Used

If the Agency performs the warranty-covered repairs, it shall correct or repair the Defect and any Related Defects utilizing parts supplied by the Contractor specifically for this repair. At its discretion, the Agency may use Contractor-specified parts available from its own stock if deemed in its best interests.

WR 2.3.2 Contractor-Supplied Parts

The Agency may require that the Contractor supply parts for warranty-covered repairs being performed by the Agency. Those parts may be remanufactured but shall have the same form, fit and function, and warranty. The parts shall be shipped prepaid to the Agency from any source selected by the Contractor within fourteen (14) days of receipt of the request for said parts and shall not be subject to an Agency handling charge.

WR 2.3.3 Defective Component Return

The Contractor may request that parts covered by the warranty be returned to the manufacturing plant. The freight costs for this action shall be paid by the Contractor. Materials should be returned in accordance with the procedures outlined in "Warranty Processing Procedures."

WR 2.3.4 Failure Analysis

The Contractor shall, upon specific request of the Agency, provide a failure analysis of Fleet Defect or safety-related parts, or major components, removed from buses under the terms of the warranty that could affect fleet operation. Such reports shall be delivered within 60 days of the receipt of failed parts.

WR 2.3.5 Reimbursement for Labor and Other Related Costs

The Agency shall be reimbursed by the Contractor for labor. The amount shall be determined by the Agency for a qualified mechanic at a straight time wage rate per hour, which shall include fringe benefits and overhead adjusted for the Agency's most recently published rate in effect at the time the Work is performed. These wage and fringe benefit rates shall not exceed the rates in effect in the Agency's service garage at the time the Defect correction is made.

WR 2.3.6 Reimbursement for Parts

The Agency shall be reimbursed by the Contractor for defective parts and for parts that must be replaced to correct the Defect. The reimbursement shall be at the current price at the time of repair and shall include taxes where applicable, plus fifteen (15) percent handling costs. Handling costs shall not be paid if part is supplied by Contractor and shipped to Agency.

WR 2.3.7 Reimbursement Requirements

The Contractor shall respond to the warranty claim with an accept/reject decision including necessary failure analysis no later than sixty (60) days after the Agency submits the claim and defective part(s), when requested. Reimbursement for all accepted claims shall occur no later than sixty (60) days from the date of acceptance of a valid claim. The Agency may dispute rejected claims or claims for which the Contractor did not reimburse the full amount. The parties agree to review disputed warranty claims during the following quarter to reach an equitable decision to permit the disputed claim to be resolved and closed. The parties also agree to review all claims at least once per quarter throughout the entire warranty period to ensure that open claims are being tracked and properly dispositioned.

WR 2.4 Warranty after Replacement/Repairs

If any component, unit or subsystem is repaired, rebuilt or replaced by the Contractor or by the Agency with the concurrence of the Contractor, the component, unit or subsystem shall have the unexpired warranty period of the original. Repairs shall not be warranted if the Contractor-provided or authorized parts are not used for the repair, unless the Contractor has failed to respond within five days, in accordance with "Repairs by the Contractor."

If an item is declared to be a Fleet Defect, the warranty stops with the declaration of the Fleet Defect. Once the Fleet Defect is corrected, the item(s) shall have three (3) months or remaining time and/or miles of the original warranty, whichever is greater. This remaining warranty period shall begin on the repair/replacement date for corrected items on each bus if the repairs are completed by the Contractor or on the date the Contractor provides all parts to the Agency.

WR 2.4.1 Warranty Processing Procedures

The following list represents requirements by the Contractor to the Agency for processing warranty claims. One failure per bus per claim is allowed.

- bus number and VIN
- total vehicle life mileage at time of repair
- date of failure/repair
- acceptance/in-service date
- Contractor part number and description
- description of failure
- all costs associated with each failure/repair (invoices may be required for third-party costs):
    - towing
    - road calls
    - labor
    - materials
    - parts
    - handling
    - troubleshooting time

WR 2.5 Forms

The Contractor shall supply warranty forms to each Ordering Agency. The completed forms shall be accepted by the Contractor if all of the above information is included. Electronic submittal may be used if available between the Contractor and Agency.

WR 2.6 Return of Parts

When returning defective parts to the Contractor, the Agency shall tag each part with the following:

- bus number and VIN
- claim number
- part number

WR 2.7 Timeframe

Each claim must be submitted no more than thirty (30) days from the date of failure and/or repair, whichever is later. All defective parts must be returned to the Contractor, when requested, no more than forty-five (45) days from date of repair.

WR 2.8 Reimbursements

Reimbursements are to be transmitted to the address provided by the Agency.

SECTION 8: QUALITY ASSURANCE

QA 1. Contractor's In-Plant Quality Assurance Requirements

QA 1.1 Quality Assurance Organization

QA 1.1.1 Organization Establishment

The Contractor shall establish and maintain an effective in-plant quality assurance organization. It shall be a specifically defined organization and should be directly responsible to the Contractor's top management.

QA 1.1.2 Control

The quality assurance organization shall exercise quality control over all phases of production, from initiation of design through manufacture and preparation for delivery. The organization shall also control the quality of supplied articles.

QA 1.1.3 Authority and Responsibility

The quality assurance organization shall have the authority and responsibility for reliability, quality control, inspection planning, establishment of the quality control system, and acceptance/rejection of materials and manufactured articles in the production of the transit buses.

QA 1.2 Quality Assurance Organization Functions

QA 1.2.1 Minimum Functions

The quality assurance organization shall include the following minimum functions:

- Work instructions: The quality assurance organization shall verify inspection operation instructions to ascertain that the manufactured product meets all prescribed requirements.
- Records maintenance: The quality assurance organization shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by the resident inspectors. Inspection and test records for this procurement shall be available for a minimum of one year after inspections and tests are completed.
- Corrective action: The quality assurance organization shall detect and promptly ensure correction of any conditions that may result in the production of defective transit buses. These conditions may occur in designs, purchases, manufacture, tests or operations that culminate in defective supplies, services, facilities, technical data or standards.

QA 1.2.2 Basic Standards and Facilities

The following standards and facilities shall be basic in the quality assurance process:

- Configuration control: The Contractor shall maintain drawings, assembly procedures, and other documentation that completely describe a qualified bus that meets all of the options and special requirements of this procurement. The quality assurance organization shall

verify that each transit bus is manufactured in accordance with these controlled drawings, procedures, and documentation.

- Measuring and testing facilities: The Contractor shall provide and maintain the necessary gauges and other measuring and testing devices for use by the quality assurance organization to verify that the buses conform to all specification requirements. These devices shall be calibrated at established periods against certified measurement standards that have known, valid relationships to national standards.
- Production tooling as media of inspection: When production jigs, fixtures, tooling masters, templates, patterns, and other devices are used as media of inspection, they shall be proved for accuracy at formally established intervals and adjusted, replaced, or repaired as required to maintain quality.
- Equipment use by resident inspectors: The Contractor's gauges and other measuring and testing devices shall be made available for use by the resident inspectors to verify that the buses conform to all specification requirements. If necessary, the Contractor's personnel shall be made available to operate the devices and to verify their condition and accuracy.

QA 1.2.3 Maintenance of Control

The Contractor shall maintain quality control of purchases:

- Supplier control: The Contractor shall require that each Supplier maintains a quality control program for the services and supplies that it provides. The Contractor's quality assurance organization shall inspect and test materials provided by Suppliers for conformance to specification requirements. Materials that have been inspected, tested, and approved shall be identified as acceptable to the point of use in the manufacturing or assembly processes. Controls shall be established to prevent inadvertent use of nonconforming materials.
- Purchasing data: The Contractor shall verify that all applicable specification requirements are properly included or referenced in purchase orders of articles to be used on transit buses.

QA 1.2.4 Manufacturing Control

- Controlled conditions: The Contractor shall ensure that all basic production operations, as well as all other processing and fabricating, are performed under controlled conditions. Establishment of these controlled conditions shall be based on the documented Work instructions, adequate production equipment and special working environments if necessary.
- Completed items: A system for final inspection and test of completed transit buses shall be provided by the quality assurance organization. It shall measure the overall quality of each completed bus.
- Nonconforming materials: The quality assurance organization shall monitor the Contractor's system for controlling nonconforming materials. The system shall include procedures for identification, segregation and disposition.

- Statistical techniques: Statistical analysis, tests and other quality control procedures may be used when appropriate in the quality assurance processes.
- Inspection status: A system shall be maintained by the quality assurance organization for identifying the inspection status of components and completed transit buses. Identification may include cards, tags or other normal quality control devices.

QA 1.2.5 Inspection System

The quality assurance organization shall establish, maintain and periodically audit a fully documented inspection system. The system shall prescribe inspection and test of materials, Work in process and completed articles. As a minimum, it shall include the following controls:

- Inspection personnel: Sufficient trained inspectors shall be used to ensure that all materials, components and assemblies are inspected for conformance with the qualified bus design.
- Inspection records: Acceptance, rework or rejection identification shall be attached to inspected articles. Articles that have been accepted as a result of approved materials review actions shall be identified. Articles that have been reworked to specified drawing configurations shall not require special identification. Articles rejected as unsuitable or scrap shall be plainly marked and controlled to prevent installation on the bus. Articles that become obsolete as a result of engineering changes or other actions shall be controlled to prevent unauthorized assembly or installation. Unusable articles shall be isolated and then scrapped. Discrepancies noted by the Contractor or resident inspectors during assembly shall be entered by the inspection personnel on a record that accompanies the major component, subassembly, assembly, or bus from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing processes, procedures or other conditions that cause articles to be in nonconformity with the requirements of the Contract specifications. The inspection personnel shall verify the corrective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the nonconforming materials, then the Agency shall approve the modification, repair or method of correction to the extent that the Contract specifications are affected.
- Quality assurance audits: The quality assurance organization shall establish and maintain a quality control audit program. Records of this program shall be subject to review by the Agency.

QA 2. Inspection

QA 2.1 Inspection Stations

Inspection stations shall be at the best locations to provide for the Work content and characteristics to be inspected. Stations shall provide the facilities and equipment to inspect structural, electrical, hydraulic and other components and assemblies for compliance with the design requirements.

Stations shall also be at the best locations to inspect or test characteristics before they are concealed by subsequent fabrication or assembly operations. These locations shall minimally include underbody structure completion, body framing completion, body prior to paint preparation, water test, engine installation completion, underbody dress-up and completion, bus prior to final paint touchup, bus prior to road test and bus final road test completion.

QA 2.2 Optional Resident Inspectors

For orders greater than ten (10) buses, the Ordering Agency shall determine if a Resident Inspector is required under 49 CFR Part 663.37, In the event that the agency decides to have a Resident Inspector either full time or part-time, the following sections apply.

QA 2.2.1 Resident Inspector's Role

The Agency may be represented at the Contractor's plant by resident inspectors, as may be required by FTA. Resident inspectors may be Agency employees or outside contractors. The Agency shall provide the identity of each inspector and shall also identify their level of authority in writing. They shall monitor, in the Contractor's plant, the manufacture of transit buses built under the procurement. The presence of these resident inspectors in the plant shall not relieve the Contractor of its responsibility to meet all of the requirements of this procurement. The Agency shall designate a primary resident inspector, whose duties and responsibilities are delineated in "Pre-Production Meetings," "Authority" and "Pre-Delivery Tests," below. Contractor and resident inspector relations shall be governed by the guidelines included as Attachment A to this "Section 8: Quality Assurance."

QA 2.2.2 Pre-Production Meetings

If there are Pre-Production Meetings scheduled, the primary resident inspector may participate in design review and pre-production meetings with the Agency. At these meetings, the configuration of the buses and the manufacturing processes shall be finalized, and all Contract documentation provided to the inspector.

No less than thirty (30) days prior to the beginning of bus manufacture, the primary resident inspector may meet with the Contractor's quality assurance manager and may conduct a pre-production audit meeting. They shall review the inspection procedures and finalize inspection checklists. The resident inspectors may begin monitoring bus construction activities two weeks prior to the start of bus fabrication.

QA 2.2.3 Authority

Records and data maintained by the quality assurance organization shall be available for review by the resident inspectors. Inspection and test records for this procurement shall be available for a minimum of one year after inspections and tests are completed.

The Contractor's gauges and other measuring and testing devices shall be made available for use by the resident inspectors to verify that the buses conform to all specification requirements. If

necessary, the Contractor's personnel shall be made available to operate the devices and to verify their condition and accuracy.

Discrepancies noted by the resident inspector during assembly shall be entered by the Contractor's inspection personnel on a record that accompanies the major component, subassembly, assembly or bus from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing processes, procedures or other conditions that cause articles to be in nonconformity with the requirements of the Contract specifications. The inspection personnel shall verify the corrective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the nonconforming materials, the Agency shall approve the modification, repair or method of correction to the extent that the Contract specifications are affected.

If applicable, the primary resident inspector shall remain in the Contractor's plant for the duration of bus assembly Work under this Contract. Only the primary resident inspector or designee shall be authorized to release the buses for delivery. The resident inspectors shall be authorized to approve the pre-delivery acceptance tests. Upon request to the quality assurance supervisors, the resident inspectors shall have access to the Contractor's quality assurance files related to this procurement. These files shall include drawings, assembly procedures, material standards, parts lists, inspection processing and reports, and records of Defects.

QA 2.2.4 Support Provisions

The Contractor shall provide office space for the resident inspectors in close proximity to the final assembly area. This office space shall be equipped with desks, outside and interplant telephones, Internet access, file cabinet and chairs.

QA 2.2.5 Compliance with Safety Requirements

At the time of the Pre-Production meeting, the Contractor shall provide all safety and other operational restrictions that govern the Contractor's facilities. These issues shall be discussed and the parties shall agree which rules/restrictions shall govern the Agency's inspector(s) and any other Agency representatives during the course of the Contract.

QA 3. Acceptance Tests

QA 3.1 Responsibility

Fully documented tests shall be conducted on each production bus following manufacture to determine its acceptance to the Agency. These acceptance tests shall include pre-delivery inspections and testing by the Contractor and inspections and testing by the Agency after the buses have been delivered.

QA 3.2 Pre-Delivery Tests

The Contractor shall conduct acceptance tests at its plant on each bus following completion of manufacture and before delivery to the Agency. These pre-delivery tests shall include visual and

measured inspections, as well as testing the total bus operation. The tests shall be conducted and documented in accordance with written test plans approved by the Agency.

Additional tests may be conducted at the Contractor's discretion to ensure that the completed buses have attained the required quality and have met the requirements in Section 6: Technical Specifications. The Agency may, prior to commencement of production, demand that the Contractor demonstrate compliance with any requirement in that section if there is evidence that prior tests have been invalidated by the Contractor's change of Supplier or change in manufacturing process. Such demonstration shall be by actual test, or by supplying a report of a previously performed test on similar or like components and configuration. Any additional testing shall be recorded on appropriate test forms provided by the Contractor and shall be conducted before acceptance of the bus.

The pre-delivery tests shall be scheduled and conducted with thirty (30) days notice so that they may be witnessed by the resident inspectors, who may accept or reject the results of the tests. The results of pre-delivery tests, and any other tests, shall be filed with the assembly inspection records for each bus. The underfloor equipment shall be available for inspection by the resident inspectors, using a pit or bus hoist provided by the Contractor. A hoist, scaffold or elevated platform shall be provided by the Contractor to easily and safely inspect bus roofs. If there is an on-site inspector, delivery of each bus shall require written authorization of the primary resident inspector. Authorization forms for the release of each bus for delivery shall be provided by the Contractor. An executed copy of the authorization shall accompany the delivery of each bus.

QA 3.2.1 Visual and Measured Inspections

Visual and measured inspections shall be conducted with the bus in a static condition. The purpose of the inspection testing includes verification of overall dimension and weight requirements, that required components are included and are ready for operation, and that components and subsystems designed to operate with the bus in a static condition do function as designed.

QA 3.2.2 Total Bus Operation

Total bus operation shall be evaluated during road tests. The purpose of the road tests is to observe and verify the operation of the bus as a system and to verify the functional operation of the subsystems that can be operated only while the bus is in motion.

Each bus shall be driven for a minimum of fifteen (15) miles during the road tests. If requested, computerized diagnostic printouts showing the performance of each bus shall be produced and provided to the Agency. Observed Defects shall be recorded on the test forms. The bus shall be retested when Defects are corrected and adjustments are made. This process shall continue until Defects or required adjustments are no longer detected.

QA 4. Agency-Specific Requirements

QA 4.1 Pre-Delivery Bus Documentation Package (BDP)

The Contractor's quality assurance organization shall be responsible for preparing a documentation package for each Bus. The BDP shall be inserted into a manila envelope which shall be labeled with the Agency name and the bus number on the front of the envelope. This envelope shall be placed into the Bus and shall be presented to the Agency upon delivery.

At a minimum, each BDP shall contain the following items:

- BDP Check-off Sheet listing the following:
- QA Certificate of Completion (signed by Contractor QC representative).
- CNG pressure test certification – if applicable
- Water test Certification.
- Alignment and Steering Stop Adjustment Certification.
- Smoke Opacity Test (Exhaust Emissions), if applicable.
- "Completed Bus" Inspection document.
- Copy of defects noted during any Agency on-site inspection.
- List of "Open Items"- if any
- VIN number (copy of bus data plate)
- Certificate of Origin
- Weight slip (curb weight)
- Certificate of compliance for high voltage/energy storage protective devices, if applicable.
- Copy of FMVSS plate
- Component Serial Number List - List of serialized components installed on each Bus to include, but not limited to:
    - Engine, Electric Motor.
    - Transmission
    - Alternator
    - Starter
    - A/C Compressor
    - Drive Axle
    - Power Steering Unit
    - Air Compressor
    - Electric Powertrain components if applicable.
    - Other serialized components for which the Contractor shall require serial numbers for the processing of warranty claims.

SECTION 9: FORMS AND CERTIFICATIONS

Proposer's Checklist

RFP No. 23-01, Joint Procurement For Heavy Duty Transit Vehicles	
Package 1: Technical Proposal (Note: Package 1, 3 and 4 may be combined into one submittal.)	
□	1. Letter of Transmittal
□	2. Acknowledgement of Addenda
□	3. Contractor Service and Support Data, Written Service Plan describing how buses are to be supported
□	4. Vehicle Questionnaires, Service Questionnaire, Plant Questionnaire, Reference Lists (Above are Excel sheets submitted with requested documents embedded in the form)
□	5. Manufacturing facility plant layout including description of work by station
□	6. Typical Delivery Schedule
	7. Warranty Provisions and Warranty Administration Plan. Written Service Plan.
□	8. Quality Assurance Program
Package 2: Price Proposal (Package 2 must be a separate sealed submittal.)	
□	1. Letter of Transmittal
□	2. Pricing Schedule (including option bus features)
Package 3: Qualifications Package	
□	1. Pre-Award Evaluation Data Form
□	2. Authorized Factory Dealer Confirmation from manufacturer and converter, Dealer's License (If applicable)
□	3. A copy of the three (3) most recent audited financial statements, Statement of current financial condition
□	4. Letter for insurance
□	5. Proposal Form
□	6. Required Certifications
□	7. FTA- Approval letter required for TVMs, Altoona Test Result or Status Information from FTA
Package 4: Proprietary/Confidential Information Package[1]	
□	1. Proprietary/Confidential Information

1. There may be items in the first three packages that are included in Package 4 because they are considered to be proprietary/confidential information. When this occurs, the Proposer must note that fact in Packages 1 through 3. Proposers are not to submit any items considered Confidential electronically.

Request for Pre-Offer Change or Approved Equal

This form must be used for requested clarifications, changes, substitutes or approval of items equal to items specified with a brand name and must be submitted as far in advance of the Due Date, as specified in "Questions, Clarifications and Omissions." Please submit the document electronically to the contract officer with separate files for clarifications on the contract and each bus type. File names should describe the category of request made and identify the proposing firm. See Appendix K for form.

Acknowledgement of Addenda

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered nonresponsive to the Solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal.

The undersigned acknowledges receipt of the following addenda to the documents: Addendum No.: – Dated: Addendum No.: – Dated: Addendum No.: – Dated: Addendum No.: – Dated:
Proposer: Name: Title: Phone: Street address: City, state, ZIP:
_____ _____ Authorized signature Date

Contractor Service and Parts Support Data

Location of nearest Technical Service Representative to Agency

Name:
Address:
Telephone:
Describe technical services readily available from said representative:

Location of nearest Parts Distribution Center to Agency:

Name:
Address:
Telephone:
Describe the extent of parts available at said center:

Policy for delivery of parts and components to be purchased for service and maintenance:

Regular method of shipment:
Cost to Agency:

Price Worksheet REV 2

The Price Worksheet is contained in a separate document that is an Excel Spreadsheet. Each Proposer is to complete the appropriate spreadsheet tabs, print and return an original with a "wet signature" with the required proposal forms. Proposers are to also provide the other copies as required in NR 3, Proposal Date and Submittal Requirements.



RFP 23-01 Price Worksheet REV 2.xlsx

Pre-Award Evaluation Data Form

Instructions: This form is to be completed and included in the Qualification Package. Attach additional pages if required.

Morongo Basin Transit Authority
RFP No. 23-01 for a Joint Procurement for Heavy Duty Transit Vehicles

1. Name of firm: **2. Address:** **3. □ Individual □ Partnership □ Corporation □ Joint Venture** **4. Date organized:** **State in which incorporated:** **5. Names of officers or partners:** a. b. c. d. **6. How long has your firm been in business under its present name?**
7. Have you been terminated or defaulted in the past five years, on any Contract you were awarded? Have you been barred by Federal process or any Western State? □ Yes □ No If yes, then attach as **SCHEDULE ONE** the full particulars regarding each occurrence. **8.** Attach as **SCHEDULE TWO** Proposer's last three (3) financial statements prepared in accordance with generally accepted accounting principles of the jurisdiction in which the Proposer is located, and audited by an independent certified public accountant [This may require execution of an acceptable non-disclosure agreement between the Agency and the Proposer.] **And Statement of Current Financial Condition**. **9.** Attach as **SCHEDULE THREE** a list of all principal Subcontractors (if applicable) and the percentage and character of Work (Contract amount) that each shall perform on this Contract. Note: A subcontractor is one that physically works on manufacturing the bus. **10.** If the Contractor or Subcontractor is a joint venture, submit **PRE-AWARD EVALUATION DATA** forms for each member of the joint venture.
The above information is confidential and shall not be divulged to any unauthorized personnel.
The undersigned certifies to the accuracy of all information: **Name and title:** **Company:**

_____	
_____	
Authorized signature	Date

Federal Certifications and Other Certifications

CER 1.1 Buy America Certification

This form is to be submitted with an offer exceeding $150,000. **NOTE: If Proposer is a bus dealer, submit forms executed by both the Dealer and Manufacturer represented. (Separate Form Each if Proposer is Dealer)**

Certificate of Compliance

The Proposer hereby certifies that it shall comply with the requirements of 49 USC Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11:

Name and title:

Company:

_____ _____

Authorized signature Date

Certificate of Non-Compliance

The Proposer hereby certifies that it cannot comply with the requirements of 49 USC Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 USC Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR 661.7.

Name and title:

Company:

_____ _____

Authorized signature Date

CER 1.2 Debarment and Suspension Certification for Prospective Contractor

Primary covered transactions must be completed by proposer for contract value over $25,000.

Choose one alternative:

☐ – The Proposer, [insert name], certifies to 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 or 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 governmental 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 Proposal had one or more public transactions (federal, state or local) terminated for cause or default.

OR

☐ – The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot.)

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of Title 31 USC § Sections 3801 are applicable thereto.

– **Executed in** [insert city and state].

Name:

_____

Authorized signature Date

CER 1.3 Debarment and Suspension Certification (Lower-Tier Covered Transaction)

This form is to be submitted by each Subcontractor receiving an amount exceeding $25,000.

The prospective lower-tier participant (Proposer) certifies, by submission of this Proposal, that neither it nor its "principals" as defined at 49 CFR § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency. If the prospective Proposer is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so by placing an "X" in the following space: _____ **THE PROPOSER, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 *ET SEQ.* APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.**
Name and title of the proposer's authorized official: _____ _____ Authorized signature Date

CER 1.4 Non-Collusion Affidavit

This affidavit is to be filled out and executed by the Proposer; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should appear on the line marked "Name of Affiant." The affiant's capacity, when a partner or officer of a corporation, should be inserted on the line marked "Capacity." The representative of the Proposer should sign his or her individual name at the end, not a partnership or corporation name, and swear to this affidavit before a notary public, who must attach his or her seal.

State of _____, County of _____

I, _____, being first duly sworn, do hereby state that
(Name of Affiant)

I am _____ of _____
(Capacity) (Name of Firm, Partnership or Corporation)

whose business is _____

and who resides at _____

and that _____
(Give names of all persons, firms, or corporations interested in the bid)

is/are the only person(s) with me in the profits of the herein contained Contract; that the Contract is made without any connection or interest in the profits thereof with any persons making any bid or Proposal for said Work; that the said Contract is on my part, in all respects, fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the Authority, is directly or indirectly interested therein.

_____ _____ Signature of Affiant Date	
Sworn to before me this _____ day of _____, 20_____. _____ _____ Notary public My commission expires	Seal

CER 1.5 Lobbying Certification

This form is to be submitted with an offer exceeding $100,000.

The Proposer certifies, to the best its knowledge and belief, that:

1. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a federal department or agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. 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 thereof.

2. If any funds other than federal appropriated funds have been paid or shall be paid to any person for making lobbying contacts to 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 instruction, as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

THE PROPOSER, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Name of the bidder or Proposer's authorized official: _____

Title:

_____

Signature Date

Per paragraph 2 of the included form Lobbying Certification, add Standard Form–LLL, "Disclosure Form to Report Lobbying," if applicable.

CER 1.6 Certificate of Compliance with Bus Testing Requirement

The undersigned certifies that the vehicle offered in this procurement complies and shall, when delivered, comply with 49 USC § 5324(c) and FTA's implementing regulation at 49 CFR Part 665 according to the indicated one of the following three alternatives.

Mark one and only one of the three blank spaces with an "X."

1. _____The buses offered herewith have been tested in accordance with 49 CFR Part 665 on _____ (date). If multiple buses are being proposed, provide additional bus testing information below or on attached sheet. The vehicles being sold should have the identical configuration and major components as the vehicle in the test report, which must be submitted with this Proposal. If the configuration or components are not identical, then the manufacturer shall provide with its Proposal a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing. If multiple buses are being proposed, testing data on additional buses shall be listed on the bottom of this page.

2. _____The manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), and submits with this Proposal the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

3. _____*The vehicle is a new model proposed as per SP 20 which shall be tested and the results shall be submitted to the Agency prior to acceptance of the first bus.*

The undersigned understands that misrepresenting the testing status of a vehicle acquired with federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Company name:

Name and title of the proposer's authorized official:

_____ _____

Authorized signature Date

CER 1.7 DBE Approval Certification

I hereby certify that the Proposer has complied with the requirements of 49 CFR 26, Participation by Disadvantaged Business Enterprises in DOT Programs, and it has submitted a goal to Federal Transit Administration and it has not been disapproved.

Name and title of the proposer's authorized official:

_____ _____

Authorized signature Date

In addition, TVMs are to submit a copy of their FTA approval letter along with the above TVM certification.

CER 1.8 Federal Motor Vehicle Safety Standards

The Proposer and (if selected) Contractor shall submit (1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or (2) manufacturer's certified statement that the contracted buses shall not be subject to FMVSS regulations.

Company name:

Name of signer:

Title:

_____ _____

Authorized signature Date

CER 1.9

The undersigned hereby certifies that the offeror, _____

(company name)

VENDOR hereby acknowledges that the *John S. McCain National Defense Authorization Act for Fiscal Year 2019*, Pub. L. 115232, § 889 (Aug. 13, 2018) (the Act) prohibits the Agency from procuring certain "covered telecommunications equipment or services," as defined in the Act, in federally assisted procurements and that the instant procurement is a federally assisted procurement subject to that prohibition.

VENDOR represents and warrants that it has performed a due diligence review of its supply chain and that no such "covered telecommunications equipment or services" shall be provided to the Agency that would cause the Agency to be in violation of the prohibition contained in the Act.

(A) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
(B) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

Additionally, the Contractor acknowledges that if it cannot so certify, the Agency must refer the matter to FTA and not to enter into any agreement with the Contractor without FTA's written approval.

Moreover, the Contractor acknowledges that it may not enter into any sub agreement related to this Contract without first obtaining a like certification from its subcontractor or supplier and will require its subcontractors and suppliers at every level to obtain like certifications in lower level transactions

_____

(signature, typed or printed name, and date)

CER 2.0 Proposal Form

> **NOTE:** The following is an example of a proposal form to be modified as appropriate by the Agency and included in the RFP.

Proposer shall complete the following form and include it in the price Proposal.

PROPOSAL
By execution below by a duly authorized representative(s) of the Proposer, the Proposer hereby offers to furnish equipment and services as specified in its Proposal submitted to BASIN TRANSIT in response to Request for Proposal No. 23-01: Joint Procurement for HEAVY Duty Transit Vehicles in its entirety.

Proposer:

_____

Street address:

_____

City, state, ZIP:

_____

Name and title of Authorized Signer(s):

_____

Name and title of Authorized Signer(s):

_____

Phone:

_____

_____ _____
Authorized signature Date

_____ _____
Authorized signature Date

Notice of Award

By execution below, Basin
Transit accepts Proposal as indicated above.

Contracting officer:

_____

_____ _____

Authorized signature Date

CER 2.1 Federal Tax Liability and Felony criminal violations

The undersigned hereby certifies that the offeror, _____

(company name)

(A) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
(B) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

Additionally, the Contractor acknowledges that if it cannot so certify, the Agency must refer the matter to FTA and not to enter into any agreement with the Contractor without FTA's written approval.

Moreover, the Contractor acknowledges that it may not enter into any sub agreement related to this Contract without first obtaining a like certification from its subcontractor or supplier and will require its subcontractors and suppliers at every level to obtain like certifications in lower level transactions

_____

(signature, typed or printed name, and date)

Vehicle Questionnaire

The Vehicle Questionnaire is attached as an Excel Spreadsheet in Appendix J. Each Proposer is to complete the appropriate spreadsheet tabs, print and return an original with a "wet signature" with the required proposal forms. Proposers shall also provide the required Warranty Provisions. Proposers are to also provide the other copies as required in NR 3, Proposal Date and Submittal Requirements. This form must be completed and included in the Technical Proposal. To be submitted in hardcopy and electronically (in native Excel form).

SECTION 10: CONTRACT

1. Contract Documents and Order of Precedence

The Contract consists of the documents listed below. In case of any conflict among these documents, the order of precedence shall be:

1. Form of Contract
2. "Section 4: Special Conditions"
3. "Section 3: General Conditions," and "Section 5: Federal Requirements"
4. "Section 6: Technical Specifications," "Section 7: Warranty Requirements," and "Section 8: Quality Assurance"
5. Contractor's Best and Final Offer (including Contractor Proposal)
6. Addenda
7. RFP No. 23-01

A modification or change to any Contract document shall take its precedence from the term it amends. All other documents and terms and conditions shall remain unchanged.

2. Compensation

The Price Worksheet is Attachment 1 to this Contract. Each ordering Agency shall pay the Contractor the amount shown on the Ordering Confirmation Form as full compensation for all costs and expenses of completing the Work in accordance with the Contract, including but not limited to all labor and material required, overhead, storage and shipping, risks and obligations, taxes (as applicable), fees and profit, and any unforeseen costs.

3. Contract Term and Period of Performance

The effective date of this Contract shall be the effective date set forth in the Notice to Proceed (NTP). The Contractor shall provide vehicles under the Schedule for a period of two (2) years after the effective date of the Contract, upon receipt of the NTP.

4. Contract Type

This is an Indefinite Delivery/Indefinite Quantity (ID/IQ) contract. The minimum and maximum quantities established for the contract period are in Section IP 1:

These figures represent the foreseeable needs of the listed Agencies shown on Appendix "C". . Neither BASIN TRANSIT, CalACT nor any other participant guarantee any purchase beyond the minimum quantity for the base contract period. Orders shall be placed on an as-needed basis.

5. Notices

Any Notice legally required to be given by one party to another under the Contract shall be in writing, dated and signed by the party giving such Notice or by a duly authorized representative of such party.

Notices shall not be effective unless transmitted by any method that provides confirmation of transmission and delivery, such as fax, certified mail or registered mail and addressed to:

To Agency:
Mr. Joe Meer, Director of Procurement
Basin Transit
62405 Verbena Road
Joshua Tree, CA 92252

[Insert Contractor name, address and point of contact]

6. Entire Agreement

This Contract constitutes the complete and entire agreement between the Agency and Contractor and supersedes any prior representations, understandings, communications, commitments, agreements or Proposals, oral or written, that are not incorporated as a part of the Contract.

Contractor name	Agency name
Signature of authorized official	Signature of authorized official
(Print or type name and title)	(Print or type name and title)
Date	Date
Tax ID number	Approved as to form by:
	Insert name and title

Attachment 1 - Pricing Worksheet (Signed)

[INSERT PRICING SCHEDULE]

SECTION 11: APPENDIXES

Vehicle Specifications (Embedded)


Att A-3 (H-OTR-) RFP #23-02.doc


Att A-4 (H-BEB FC 35-40') RFP #23-01 Ac


Att A-2 (H-LF 35-40') RFP #23-02 Add 1.do


Att A-1 (H-LF 30-35') RFP #23-01 Add 1.do


Att A-5 OTR BEB 45'.docx

Appendix B: **Visual Inspection and Road Test Forms**

Guide for Inspection:

The Following Items Should Be Inspected

on Every Coach of Each Order

Coach Manufacturer_____

Coach Number_____

Test Location_____

ITEM	REQUIREMENT	INSPECTION INSTRUCTION	RESULT	INSPECTOR / DATE	REMARKS/NOTES
Curb Weight	Maximum curb weight of lb.	Measure on certified scale	Weight		
FMVSS Stickers	Affixed to vehicle	Locate sticker	Pass/Fail		
Finish and Color	Smooth body surfaces and paint	Visually inspect all surfaces for flaws	Pass/Fail		

Interior Panel Fastening	Absence of rough edges or surfaces	Visually inspect for proper installation	Pass/Fail		
Towing Devices	Provision of towing eyes (front/rear)	Verify presence of towing eyes	Pass/Fail		
Door Control	Opening time of sec.	Verify door opening time frame	Pass/Fail		
Interior Lighting	Lighting operable without engine	Switch on all interior lights	Pass/Fail		
Exterior Lighting	All vehicle lights operable	Switch on and verify lamps are on	Pass/Fail		
Fuel Tank	Fill rate and filler location	Inspect filler for easy access and check fill rate	Pass/Fail		
Chassis	Welds, axles, suspension, steering, wheels, and brakes	Inspect for leaks, and interference. Check fluid levels, welds, undercoating, air lines, brake slack, and lug nuts	Pass/Fail		
Electrical	Wiring and junction boxes	Inspect for loose or stretched wires	Pass/Fail		
Batteries	Secured and polarized wiring access for jump start	Inspect compartment and jumper cable access	Pass/Fail		
HVAC	Capacity and performance	Operate AC, check compressor, condenser, flow, and temperature	Pass/Fail		
Wheelchair Access	Clear lift or ramp access, and securement area	Operate lift or ramp, inspect operation, measure areas	Pass/Fail		

Power Plant	Mounting and arrangement	Check for loose lines, leaks, and noises. Check fluid levels, belt alignment, and cap fit	Pass/Fail		

SAMPLE ROAD TEST SHEET

Guide for Inspection:

The Following Items Should Be Inspected

on Every Coach of Each Order

Coach Manufacturer_____

Coach Number_____

Test Location_____

ITEM	REQUIREMENT	INSPECTION INSTRUCTION	RESULT	INSPECTOR /DATE	REMARKS/ NOTES
Engine	N/A	Record low idle, fast idle, and high idle speeds	Low Fast High		

Service Brakes	Stopping distance	Verify function and indicator, check for pulling to either side	Pass/Fail		
Parking Brake	N/A	Verify indicator, and no movement	Pass/Fail		
Turning Effort	Steering wheel torque	Check effort with coach stopped	Pass/Fail		
Turning Radius	Not to exceed at corner of body	Verify turning radius in both directions	Pass/Fail		
Acceleration	rate from 0 to mph	Verify acceleration on smooth road	Pass/Fail		
Resonance	Absence of audible and/or visible vibrations	Operate coach at various speeds, check for vibrations and rattles	Pass/Fail		
Windshield Wipers	Evenly deposited wash fluid	Operate coach at safe speed over 40 mph, check coverage, parking position, and wiper frequency	Pass/Fail		
Power Plant	N/A	Check for leaks under coach and in engine compartment, check for abnormal noises	Pass/Fail		
HVAC	Interior temperature	Operate system, check internal and ambient temp.	Int. Amb.		
Door Control	Accelerator and brake interlocks	At speeds less than 10 mph, verify accelerator and brake	Pass/Fail		

		interlocks with door open			
General	N/A	During testing, observe any abnormalities in ride and handling of coach	Pass/Fail		

Signature of Inspector **Date**

Appendix C **Participants List (Agency Master List PDF)**



23-01 Participants List 02012024.pdf

RESERVED

RESERVED

Appendix E, Buy America Procedures (Attached)



RFP 20-01, App E,
Buy America Procedur

Appendix F, **References**

SAE #	Title	Date Published
J10	– Methods of Test for Paints - Part J10: Determination of Deposition Efficiency of Coating Powders	– Sep 15, 1998
– J211	– Instrumentation for Impact Test—Part 2: Photographic Instrumentation	– May 1, 2001
– J287	– Driver Hand Control Reach	– Feb 1, 2007
– J366	– Exterior Sound Level for Heavy Trucks and Buses	– Feb 1, 1987
– J382	– Windshield Defrosting Systems Performance Requirements - Trucks, Buses, and Multipurpose Vehicles.	– Jan 1, 1994
– J534	– Lubrication Fittings	– May 1, 2008
– J537	– Storage Batteries	– Sep 1, 2000
– J541	– Voltage Drop for Starting Motor Circuits	– Oct 1, 1996
– J587	– License Plate Illumination Devices (Rear Registration Plate Illumination Devices)	– Sep 1, 2003
– J593	– Backup Lamps (Reversing Lamps)	– Sep 1, 2005
– J673	– Automotive Safety Glasses	– Oct 1, 2005
– J680	– Location and Operation of Instruments and Controls in Motor Truck Cabs, Recommended Practice	– Sep 1, 1988
– J686	– Motor Vehicle License Plates	– Oct 1, 1999
– J689	– Curbstone Clearance, Approach, Departure, and Ramp Breakover Angles—Passenger Car and Light Truck	– Aug 1, 2009
– J833	– Human Physical Dimensions	– May 1, 2003
– J844	– Nonmetallic Air Brake System Tubing	– Nov 1, 2004
– J941	– Motor Vehicle Drivers' Eye Locations	– Mar 1, 2010
– J994	– Alarm—Backup—Electric Laboratory Performance Testing	– Mar 1, 2009

– J1050	– Describing and Measuring the Driver's Field of View	– Jan 1, 2003
– J1113	– Electromagnetic Compatibility Component Test Procedure Part 42, Conducted Transient Emissions	– Oct 1, 2006
– J1127	– Low Voltage Battery Cable	– Mar 1, 2010
– J1128	– Low Voltage Primary Cable	– Dec 1, 2005
– J1149	– Metallic Air Brake System Tubing and Pipe	– Aug 1, 2007
– J1292	– Automobile and Motor Coach Wiring	– Jan 1, 2008
– J1455	– Recommended Environmental Practices for Electronic Equipment Design in Heavy-Duty Vehicle Applications	– Jun 1, 2006
– J1587	– Joint SAE/TMC Electronic Data Interchange between Microcomputer Systems in Heavy-Duty Vehicle Applications, Recommended Practice	– Jan 1, 1996
– J1708	– Serial Data Communications Between Microcomputer Systems in Heavy-Duty Vehicle Applications	– Oct 1, 2008
– J1986	– Balance Weight and Rim Flange Design Specifications, Test Procedures, and Performance Recommendations	– Jan 1, 2006
– J1939	– Data Link Layer	– Dec 1, 2006
– J1995	– Engine Power Test Code - Spark Ignition and Compression Ignition - Gross Power Rating, Standard;	– Jun 1, 1990
– J2402	– Road Vehicles—Symbols for Controls, Indicators, and Tell-tales	– Jan 1, 2010
– J2711	– Recommended Practice for Measuring Fuel Economy and Emissions of Hybrid-Electric and Conventional Heavy-Duty Vehicles	– Sept 1, 2002

Appendix G, **Abbreviation and Acronyms**

A/C	air conditioning
ABS	anti-lock braking system
AC	alternating current
ACQ	alkaline copper quaternary
ADA	Americans with Disabilities Act
Ah	amp hour
ALR	auto-locking retractor
APA	The Engineered Wood Association, formerly the American Plywood Association
APC	automatic passenger counter
APTA	American Public Transportation Association
ASTM	ASTM International, formerly the American Society for Testing and Materials
ATC	automatic traction control
AVL	automatic vehicle location
AWG	American Wire Gauge
BAFO	Best and Final Offer
BMS	Battery Management System
BRT	bus rapid transit
CARB	California Air Resources Board
CCS	climate control system
CCTV	closed-circuit television
cfm	cubic feet per minute
CGA	Compressed Gas Association
CNG	compressed natural gas
dB	decibel
DBE	disadvantaged business enterprise
DC	direct current
DDU	driver display unit
DEF	diesel exhaust fluid
DOT	Department of Transportation
DPF	diesel particulate filter
ECM	Engine Control and Monitoring
ECS	emission control system
ELR	emergency locking retractor
EMI	electromagnetic interference
EPA	Environmental Protection Agency
ESS	energy storage system
FEA	Finite Element Analysis
FEMA	failure mode effects analysis
FMCSA	Federal Motor Carrier Safety Administration
FMCSR	Federal Motor Carrier Safety Regulations

FMVSS	Federal Motor Vehicle Safety Standards
FTA	Federal Transit Administration
GAWR	gross axle weight rated
GPS	global positioning system
GVW	gross vehicle weight
GVWR	gross vehicle weight rated
H-point	hip-point
HDS	hybrid drive system
HMI	human-machine interface
HSC	hybrid system controller
HV	high voltage
HVAC	heating, ventilation and air conditioning
ICE	internal combustion engine
I/O	input/output
IEEE	Institute of Electrical and Electronics Engineers
ISO	International Standards Organization
LEL	LED emergency light
LV	low voltage
mA	milliampere
MDT	mobile data terminal
MPa	mega-Pascal
NC	normally closed
NFPA	National Fire Protection Association
NGV	natural gas vehicle
NOx	nitrogen oxide
NO	normally open
NTP	notice to proceed
OEM	original equipment manufacturer
OSI	Open Systems Interconnect
PA	public address
PMO	project management oversight
PPU	primary propulsion unit
PPU	prime power init
PPV	price per vehicle
PRD	pressure relief device
psi	pounds per square inch
RF	radio frequency
RFI	radio frequency interference
RTC	real-time clock
SAE	SAE International, formerly the Society of Automotive Engineers
scf	standard cubic feet
SLW	seated load weight

SOC	state of change
UL	Underwriters Laboratories
UNECE	United Nations Economic Commission for Europe
VDC	volts of direct current
Wh	watt-hours
VIN	vehicle information number
ZEB	Zero Emission Bus

Appendix H, References List Worksheet (Attached)

Appendix I, Plant and Service Center/s Worksheets (Attached)

Appendix J, Vehicle Questionnaire Sheet (Attached)

Appendix K, RFA Form (Attached)

Appendix H, References List Form (Submit all applicable to proposal, provide in Excel Format and Hardcopy)



RFP 23-01
REFERENCES FORM.xl

Appendix I, Mfrs. Plant and Service Ctr Audit Checklist (Embed requested Docs in Excel Sheet, submit electronic copy in Excel format and a hardcopy) For ZEB Buses, fii out both ZEB Bus and MFRS Preaward audit sheets, mark NA when necessary.


RFP 23-01 MFRS Pre-Award Audit Shee


RFP 23-01 ZEB BUS MFR FORM.xlsb


RFP 23-01 SERVICE CENTER FORM.xlsb

Appendix J, Vehicle Questionnaire (Submit in Electronic Excel Format and Hardcopy, Embed Docs in Form as needed)


RFP 23-01 VEHICLE QUESTIONNAIRE.xlsx

Appendix K, RFA (Use only this form for to request AE's)


RFP 23-01 RFA FORM.xls

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FEDERAL CLAUSES

ACCESS TO RECORDS AND REPORTS

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information, please see the FTA's Buy America webpage at: https://www.transit.dot.gov/buyamerica

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:
a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United

States-flag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381.

b. to furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in 46 CFR § 381.7(a)(1) shall be furnished to both the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

CHARTER SERVICE (N/A)

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Action of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, "49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1 **Federal Equal Employment Opportunity (EEO) Requirements**. These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 **Nondiscrimination on the Basis of Age**. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity

Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 **Federal Protections for Individuals with Disabilities**. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination**. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Race, Color, Religion, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. **Age**. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4. **Disabilities**. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. **Promoting Free Speech and Religious Liberty**. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of $150,000:

<u>Clean Air Act</u>

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract

exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

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

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA."

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor 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 paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 paragraph (1) of this section, 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 paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT

For all prime construction, alteration or repair contracts in excess of $2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing

wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

(1) Complies with federal debarment and suspension requirements; and

(2) Reviews the SAM at https://www.sam.gov, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.
The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor 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 the Agency deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C.§ 6201).

EQUAL EMPLOYMENT OPPORTUNITY

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has

inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

FLY AMERICA

a) Definitions. As used in this clause—

   1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
   2) "United States" means the 50 States, the District of Columbia, and outlying areas.
   3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencys, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

   Statement of Unavailability of U.S.-Flag Air Carriers
   International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR §

1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a

false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PATENT RIGHTS AND RIGHTS IN DATA

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal

Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and

b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor 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 Contractor 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 or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor 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 Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes 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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1) Procure or obtain covered telecommunications equipment or services;
2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and§ 200.471.

PROMPT PAYMENT

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

(1) Award of a Federal contract, grant, or cooperative agreement exceeding $100,000; or

(2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

(1) A Federal contract, grant, or cooperative agreement exceeding $100,000; or

(2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

(1) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

(1) A subcontract exceeding $100,000 at any tier under a Federal contract;

(2) A subgrant, contract, or subcontract exceeding $100,000 at any tier under a Federal grant;

(3) A contract or subcontract exceeding $100,000 at any tier under a Federal loan exceeding $150,000; or,

(4) A contract or subcontract exceeding $100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use
The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving
The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of $150,000. 49 U.S.C. § 5323(j)(13).

SOLID WASTES (RECOVERED MATERIALS)

(a) A Recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

SPECIAL DOL EEO CLAUSE FOR CONSTRUCTION PROJECTS

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:
(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments

under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information

as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

SUBSTANCE ABUSE REQUIREMENTS

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

TERMINATION

Termination for Convenience (General Provision)
The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)
If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the

contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms,

covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.
If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor

was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.
3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency’s convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency ‘s Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Cost-Type Contracts)
The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VETERANS HIRING PREFERENCE

Veterans Employment - Construction contracts of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

VIOLATION AND BREACH OF CONTRACT

Disputes:
Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance during Dispute:
Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:
Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies:
Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies:
Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

OTHER RECOMMENDED CONTRACT REQUIREMENTS

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

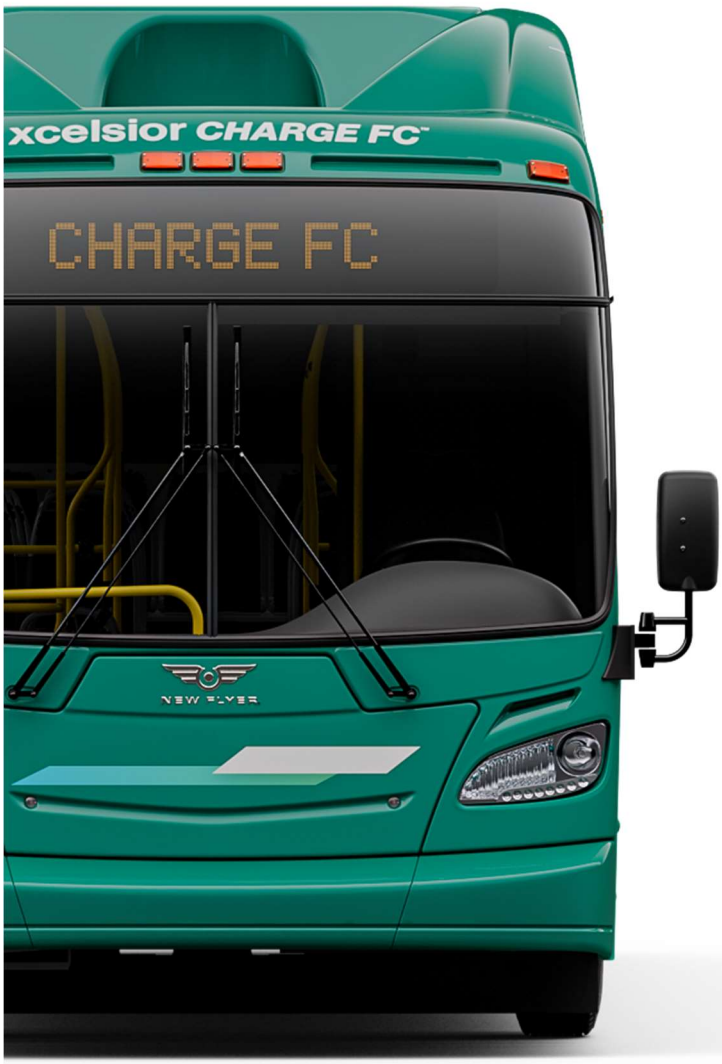
TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

(a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;

(b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or

(c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.



Montebello BUS LINES

Montebello Bus Lines

Option Proposal for – 40-foot Buses

Off of Basin Transit / CalACT Contract #23-01

Proposal Table of Contents

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Tab 1, Letter of Transmittal

Solicitation Requirements:

N/A

New Flyer Response:

Please see attached our **Tab 1a, Letter of Transmittal** to Montebello Bus Lines.

Please indicate your acceptance by providing a Purchase Order to New Flyer, attention:

Adrian Graca, Business Segment Director – Municipal Transit Fleets
204.470.5521
Adrian_Graca@newflyer.com

May 1, 2026

Mark Jimenez
Administration Manager - Transit
Montebello Bus Lines, City of Montebello
400 S Taylor Ave.,
Montebello, CA 90640

Subject: Quotation for Three (3) 40-foot Heavy-Duty Fuel Cell Transit buses

Dear Mark,

New Flyer is pleased to submit an option price quotation for the production of three (3) 40-foot Heavy-Duty Fuel Cell Transit buses based on New Flyer's agreement with Basin Transit (CalACT) Contract no. 23-01.

The proposed buses will be technically configured as per SR 2979 (XHE40).

The XHE40 price is **$1,827,488.11 per bus** which *includes* Warranty, Publications, Delivery, and Tariffs.

Tariffs
New Flyer's proposed price currently **includes known Tariff costs up to the point of this submission, as well as a 1.5% tariff contingency.** Tariffs included are shown as their own line item on the price sheet for full transparency. Should Tariffs change between the submission date and line entry of the vehicle, then New Flyer will provide either a credit or cost surcharge (pass through with no markup) to Montebello based on the upward or downward movement of the Tariff. This adjustment will be fully supported by auditable back-up and a reference to the respective Executive Order/Law. This approach will be taken for both direct Tariffs, where New Flyer is the importer of record and for indirect Tariffs, where our suppliers are the importer of record.

New Flyer is committed to working collaboratively with Montebello to ensure a transparent and auditable process for assessing and addressing tariff-related costs. Please refer to the Tariff Section within our proposal for more information on tariff impacts associated with this order.

Basin Transit Contract 23-01, Amendment 1, Section 3, describes the approved price calculation method, incorporation of additional tariff costs and support of FTA grantee cost analysis.

Payment Terms and Milestones
This contract will include separate invoicing for tariffs and the proposed bus (as defined in the CalACT agreement). Each will be invoiced separately to ensure clarity and transparency, resulting in separate payment terms.

- Tariff payment terms are Net 30 days from the time of the Tariff Price Change, including auditable backup, and Invoice are presented to Montebello.
- Basin Transit/CalACT contract payment terms are 75% at approval for shipment and 25% at acceptance, with acceptance within fifteen (15) days of delivery.

We would like to highlight key elements of our proposal:

Warranty: New Flyer exceeds the industry standard warranties in many areas such as our 5 year / 300,000 miles axle warranty (standard warranty is 2 years) and our 3 years / 150,000 miles multiplex warranty (standard competitor warranty is 1 year / 50,000 miles). Please refer to our Warranty Section within our proposal for more information. Please note that warranty is ***included*** in the bus price.

Training: New Flyer Training is an organization within the New Flyer Customer Services group, a division of New Flyer Industries. As a part of the leading manufacturer of heavy-duty transit buses in the United States and Canada, we have access to top design, engineering, propulsion technology, and electrical systems professionals. This allows us to offer the service and expertise to maximize the lifetime value of your fleet. Please refer to our Training Section within our proposal for more information. Please note that optional training is ***not included*** in the bus price.

Publications: The New Flyer Publications team combines extensive, hands-on technical experience with exceptional writing, illustrating, and publishing skills to create the industry's benchmark in maintenance manuals. They supply accurate information in a timely manner, assisting the customer in the performance of proper bus maintenance, which adds to the overall reliability and lifetime value of each New Flyer bus on the road. Please refer to our Publications Section within our proposal for more information. Please note that publications are ***included*** in the bus price.

Tooling and Diagnostics: Please refer to our Tools and Diagnostics Section within our proposal for more information. Please note that tooling and diagnostics are ***not included*** in the bus price.

Delivery Proposal: New Flyer is proposing a complete delivery by Q1 of 2028. Please note that delivery is ***included*** in the bus price.

This project allows New Flyer the important opportunity to continue our strong relationship with Montebello Bus Lines. It also gives us the opportunity again to deliver some of the most advanced vehicles available in North America. We thank you for your continued interest in New Flyer products and look forward to working with you again in the near future.

This quote is open for acceptance for sixty (60) days. Please indicate your acceptance by providing a Purchase Order to New Flyer, attention Adrian Graca, Business Segment Director – Municipal Transit Fleets at Adrian_Graca@newflyer.com.

Sincerely,
NEW FLYER OF AMERICA INC.

Nicole Robertus
Technical Sales Manager
204.299.6249
Nicole_Robertus@newflyer.com

CC: Walter Yang – Regional Sales Manager
Adrian Graca – Business Segment Director – Municipal Transit Fleets

Tab 2, Bus Price Summary

Solicitation Requirements:

N/A

New Flyer Response:

Please see attached New Flyer's **Tab 2a, Price Summary** for Three (3) – XHE40 buses for Montebello.

Price Change Summary

Property Name:	MONTEBELLO BUS LINES (MONTEBELLO, CA)
Option Number:	2026-053
Contract Origin:	BASIN TRANSIT / CALACT Contract #23-01 (Internal Bid # 23-335)
SR (if applicable):	N/A
Quantity:	3
Bus Type:	XHE40
Date:	23-Apr-26

	Each	Total
Items Included in Base Bus Price		
Original Contract Base Bus Price	$ 1,571,895.00	$ 4,715,685.00
Base Bus Price Changes	$ 194,621.77	$ 583,865.31
Total Revised Base Bus Price (without Tariffs)	**$ 1,766,516.77**	**$ 5,299,550.31**
Tariffs	$ 60,971.34	$ 182,914.02
Total Revised Base Bus Price (including Tariffs)	**$ 1,827,488.11**	**$ 5,482,464.34**
Tariffs include costs up to the point of submission and a 1.5% contingency		
CALACT Procurement Fee 1% (to a maximum of $40,000)	***$ 4,444.44***	***$ 40,000.00***
Sales Tax		
Total Revised Base Bus Price (including Tariffs)	$ 1,827,488.11	$ 5,482,464.34
Remove Non-Taxable Items		
ADA	$ (29,479.52)	$ (88,438.56)
Delivery	$ (23,082.20)	$ (69,246.60)
Extended Warranty	$ -	$ -
Total Taxable Base Bus Price	**$ 1,774,926.39**	**$ 5,324,779.18**
Montebello, CA Sales Tax (10.5% x Taxable Base Bus Price)	$ 186,367.27	$ 559,101.81
Total Revised Base Bus Price with Sales Tax	**$ 2,013,855.38**	**$ 6,041,566.15**

Authorized Signatures:

New Flyer Authorization:

Signature: _____

Title: _____

Date: _____

Property Authorization:

Signature: _____

Title: _____

Date: _____

Tab 3, Bus Price Change Detail

Solicitation Requirements:

N/A

New Flyer Response:

Please see attached New Flyer's **Tab 3a, Price Detail Sheet**.

This sheet includes all price changes that are required to go from the base bus to the proposed configuration, as requested. The Technical configuration of the buses will match SR 2979 (XHE40).

NEW FLYER

Price Change Detail

Property Name:	MONTEBELLO BUS LINES (MONTEBELLO, CA)
Option Number:	2026-053
Contract Origin:	BASIN TRANSIT / CALACT Contract #23-01 (Internal Bid # 23-335)
SR (if applicable):	N/A
Quantity:	3
Bus Type:	XHE40

Price Change Type	Ref No.	Option No.	Option Group	Description	Price per bus	Extended Total
Base Bus Price Change	3	Delivery	Delivery	Add CalACT Delivery fee (Zone 2) - Published item	$ 23,082.20	$ 69,246.60
	4	205	Tires	Change to Customer-supplied Tires and Aluminum polished rims - Published item	$ (508.50)	$ (1,525.50)
	5	246	Air, Brake & Lev System	Remove e-Stroke	$ (2,478.53)	$ (7,435.59)
	6	260	Battery Compartment	Change from two to four Odyssey group 31 AGM batteries	$ 2,145.03	$ 6,435.08
	7	277	Interior Lighting	Add Mechbox & Side Console lights	$ 1,051.76	$ 3,155.29
	8	280	Passenger Signal	Change from pull cord passenger signals to touch tape	$ 433.63	$ 1,300.89
	9	304	Paint & Decal	Add full bus wrap	$ 17,597.76	$ 52,793.29
	10	350	Drivers Control	Add adjustable Driver controls & ZF steering column	$ 4,338.52	$ 13,015.57
	11	422	Body A/P After Paint	Remove Docket90	$ (3,581.24)	$ (10,743.71)
	12	450	Flooring A/P	Change from Chroma Zeal to Altro Phantom flooring	$ (329.07)	$ (987.20)
	13	460	Windows	Change from fixed to flush passenger windows	$ 19,619.98	$ 58,859.95
	14	470	Destination Signs	Change from Luminator to Aesys Destination signs	$ 5,286.83	$ 15,860.49
	15	470	Destination Signs	Add Fuel Master AVM system	$ 6,489.65	$ 19,468.95
	16	470	Destination Signs	Change from AVA/AVL provisions to Avail AVA/AVL, infotainment & APC systems	$ 69,916.33	$ 209,749.00
	17	490	Door Entrance	Change to Electric Entrance door	$ 2,938.51	$ 8,815.53
	18	491	Door Exit	Change to Electric Exit door	$ 7,894.49	$ 23,683.47
	19	526	Seating & Stanchions	Change from AMSECO Insight 39-pass to Vision 40-pass layout	$ 15,015.91	$ 45,047.73
	20	526	Seating & Stanchions	Change from melamine to stainless steel modesty panels	$ 1,275.53	$ 3,826.59
	21	526	Seating & Stanchions	Add Arowglobal Driver's barrier w/ registration holder	$ 14,639.25	$ 43,917.75
	22	580	Wheelchair Lift	Remove Smart Rider ramp	$ (3,016.59)	$ (9,049.78)
	23	600	Customer Options	Add Amerex fire suppression sensors and UPS battery backup. Includes hydrogen detectioon + Safety Net	$ 8,019.45	$ 24,058.36
	24	600	Customer Options	Add Sportworks bike rack - Published item	$ 1,686.23	$ 5,058.70
	25	246	Air, Brake & Lev System	Change from Haldex Gemini MDx to Bendix AD9 air dryer	$ 507.76	$ 1,523.27
	26	600	Customer Options	Add front roof Antenna	$ 2,078.35	$ 6,235.06
	27	600	Customer Options	Add SDS trays	$ 998.30	$ 2,994.90
	28	600	Customer Options	Add Driver's storage box, wastebasket, hanging trash can, and coffee cup holder	$ 387.06	$ 1,161.18
	29	600	Customer Options	Remove transfer cutter	$ (224.91)	$ (674.72)
	30	420	Body A/P Before Paint	Remove impact panels	$ (1,820.19)	$ (5,460.58)
	31	526	Seating & Stanchions	Add Driver's seat seat belt alarm switch, park prake alarm, and change base riser from powdercoated steel to stainless steel	$ 1,178.25	$ 3,534.76
Base Bus Price Change Total					**$ 194,621.77**	**$ 583,865.31**
Tariffs	1	Tariffs	Tariffs	Tariff Cost	$ 34,473.59	$ 103,420.77
	2	Tariffs	Tariffs	Tariff Contingency	$ 26,497.75	$ 79,493.25
Tariffs Total					**$ 60,971.34**	**$ 182,914.02**
Grand Total					**$ 255,593.11**	**$ 766,779.34**

Tab 4, Tariffs

Solicitation Requirements:

N/A

New Flyer Response:

New Flyer's proposed price **includes known Tariff costs up to the point of this submission, as well as a 1.5% contingency.** Tariffs included are shown as their own line item in the attached **Tab 3a, Price Detail Sheet** for full transparency.

Per the terms of Basin Transit/CalACT Contract #23-01, the following provisions apply:

- ***Section GC 9.5, Changes of Law***
  - *Changes of Law that become effective after the Proposal Due Date may result in price changes. If a price adjustment is indicated, either upward or downward, it shall be negotiated between the Agency and the Contractor and the final Contract price shall be adjusted upwards or downwards to reflect such changes in Law. Such price adjustment may be audited, where required. For certainty, in the event that a price adjustment is required in respect of changes that are mandatory as a result of legislation or regulations that become effective after the date of the tender submission, such price adjustment shall be negotiated in good faith by the Agency and the successful bidder.*

Should Tariffs change between the submission date and line entry of the vehicle, then New Flyer will provide either a credit or cost surcharge (pass through with no markup) to Montebello based on the upward or downward movement of the Tariff. This adjustment will be fully supported by auditable back-up and a reference to the respective Executive Order/Law. This approach will be taken for both direct Tariffs, where New Flyer is the importer of record and for indirect Tariffs, where our suppliers are the importer of record.

The amount will be calculated through New Flyer's SRCR (Sales Release Change Request) process and passed through at cost. It will be clearly identified as a Tariff Surcharge on the Price Change sheet.

The payment terms for Tariffs are Net 30 days from the time of the Price Change, including auditable backup, and invoice are presented to Montebello.

The federal government requires that the importer on record pay for Tariffs 2 weeks from the date they are incurred and provide a bond for tariff payments. New Flyer has provided a bond to the Federal Government for Tariff Payments; therefore, the Tariff payment at line entry is not considered an Advanced Payment, and no additional security is required.

New Flyer is taking an active advocacy role to educate stakeholders on the impact of tariffs on our industry and the economic impact to Transit Agencies. Unforeseen economic factors and changes in laws and regulations create disruption and added costs. We encourage Montebello to reach out to your government offices to share the impact of Tariffs on your organization and participate in advocacy outreach where and how you deem appropriate.

Tab 5, Payment Terms and Milestones

Solicitation Requirements:

N/A

New Flyer Response:

This contract will include separate invoicing for tariffs and the proposed bus (as defined in the Basin Transit/CalACT Contract #23-01 agreement), which result in separate payment terms.

Tariff Payment Terms

The payment terms for Tariffs are Net 30 days from the time of the Price Change, including auditable backup, and invoice are presented to Montebello.

Tab 6, Bus Warranty Proposal

Solicitation Requirements:

N/A

New Flyer Response:

Please see the attached New Flyer **Tab 6a, Warranty Proposal**.

Please note that Warranty Pricing is *included* as part of the Bus Price.

NEW FLYER OF AMERICA

CONTRACT DELIVERABLES LIST	Warranty
CUSTOMER NAME	Montebello
BID NUMBER	2026-053 (Basin Transit 23-335)
BUS MODEL	XHE40
QUANTITY	3

MAJOR COMPONENT DESCRIPTION	BASE AND EXTENDED WARRANTY			COMMENTS
	PROVIDER	YEARS	MILEAGE	
Base Bus Warranty	New Flyer of America	2	100,000	Excluding scheduled maintenance items, acts of nature, or normal consumables
Basic Bus Structure	New Flyer of America	3	150,000	Body, and body structure shall consist of the components that are bolted or riveted to the structure, such as, exterior panels, interior panels, roof, ceiling, and driver's barrier.
Chassis Structure (Integrity)	New Flyer of America	12	500,000	Consists of all components that are welded together to form the main frame (skeleton) and body construction. The structural integrity guarantee covers against a significant loss of structural integrity of the assembly or its functional performance due to non corrosion related failures.
Chassis Structure (Corrosion)	New Flyer of America	12	500,000	Consists of all components that are welded together to form the main frame (skeleton) and body construction. The corrosion guarantee covers against a significant loss of structural integrity of the assembly or its functional performance, resulting from a pertinent loss of cross-section due to corrosion caused by normal environmental elements but excludes corrosion caused by aggressive road de-icers such as Magnesium Chloride or equivalents, unless New Flyer approved preventative measures are taken. The warranty shall be void if the Agency fails to conduct corrosion inspections and scheduled preventive maintenance procedures as specified in the Contractor's maintenance manuals. The Agency shall maintain documentation, auditable by the Contractor, verifying service activities in conformance with the Contractor's maintenance manuals.
Propulsion System (Traction System, Controllers/Inverters and Gear Box)	Siemens/New Flyer of America	6	300,000	First 5 years covered by Siemens and the 6th year covered by New Flyer. All warranty claims to be submitted to New Flyer.
Hydrogen Fuel Cell	Ballard	6	250,000	Some limitations and exclusions may apply - Please see manufacturer's warranty document.
DC / DC Converter	Ballard	6	250,000	Some limitations and exclusions may apply - Please see manufacturer's warranty document.
Fuel Cell High Voltage Batteries (136 kwh)	New Flyer of America	6	300,000	The Energy Storage System is warranted for 6 years or 300,000 miles (whichever occurs first) after the date of acceptance of each bus ("Warranty Period"), to be free of defects in design, material and workmanship; (the "Warranty"). The warranty applies to the battery module and internal components, it also includes the Battery Management System (BMS) electronics and Power Distribution Unit (PDU). These components are warranted for proper operation for 6 years/300,000 miles when the ESS is maintained in the manner described in the Service Manual. All warranty claims to be submitted to New Flyer
Axle (Front and Rear)	MAN	5	300,000	Excluding maintenance items & items that are not covered by the OEM's warranty. All friction materials are excluded from this limited warranty. Wear and third party items supplied with the axle (e.g. slack adjuster, seals and bearings, shocks, air bellows, radius rods, brake chambers) are not included in the 5 year warranty. Please see manufacturer's warranty document.
A/C	Thermo King	2	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document. All repairs/warranty claims need to be handled through the local authorized repair facility.
Brake System	New Flyer of America	2	100,000	Friction Material Excluded
Destination Signs	Aesys	3	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document. All repairs/warranty claims need to be handled through the local authorized repair facility.
Door Systems	Vapor	3	150,000	Excluding maintenance items & items that are not covered by the OEM's warranty
Air Compressor	VMAC	2	Unlimited	
Wheelchair Ramp	New Flyer of America	2	100,000	
Electrical System	Parker	3	150,000	Excluding maintenance items & items that are not covered by the OEM's warranty
LED Headlights	J.W.Speaker	6	Unlimited	Warranty covers parts only after first year
Paint	Axalta	5	Unlimited	
Air Dryer	Bendix	2	100,000	
Passenger seats	American Seating	5	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document.

NEW FLYER OF AMERICA

MAJOR COMPONENT DESCRIPTION	BASE AND EXTENDED WARRANTY			COMMENTS
	PROVIDER	YEARS	MILEAGE	
LV Batteries	Odyssey	2	100,000	
New Flyer Connect	New Flyer of America	6	Unlimited	Covers subscription and components 6 years
Radiator Fan Drive	Modine	3	150,000	
Towing	New Flyer of America	5	300,000	
Handling (15%)	New Flyer of America	5	300,000	
Road Call	New Flyer of America	5	300,000	
Troubleshooting	New Flyer of America	5	300,000	

Tab 7, Bus Training Proposal

Solicitation Requirements:

N/A

New Flyer Response:

Please see the attached New Flyer **Tab 7a, Training Proposal**.

Please note that this proposal is for recommended training only. Training courses may be selected by Montebello. New Flyer's training team is happy to advise on selecting the correct training for your needs.

Corresponding prices are *not included* in the Bus Price.

CONTRACT DELIVERABLES LIST	CUSTOMER TRAINING
CUSTOMER NAME	Montebello
BID/OPTION/SR NUMBER	2026-053
TECHNICAL SUMMARY	SR2979 Rev T
BUS MODEL	XHE40
QUANTITY	3
PROPULSION SYSTEM/FUEL CELL	Siemens ELFA 3/Ballard FCMove
VOLTAGE REGULATOR	Transtech
ENERGY STORAGE SYSTEM	Freudenberg High Power Gen 2
COOLING SYSTEM	EMP/Modine BTMS
AXLES	MAN VOK08 Front, HY1350 Rear
LEVELING/KNEELING	Smartrider Lite
STEERING	Berendsen Electric / ZF TAS 85
ABS	Wabco
AIR CONDITIONING	Thermo King, Intelligaire III, TE15, R407c
CABIN HEATER	Valeo Thermo Electric
PLC	Vansco
DESTINATION SIGNS	Aesys
DOORS	Vapor ETO w CLASS
WHEELCHAIR RAMP	NF Standard
FIRE SUPPRESSION/GAS DETECTION	Amerex SafetyNet
AVA/AVL	Avail
AVM	Fuel Master
APC	IRMA Matrix

CURRENCY: USD

New Flyer Supplied Training

DESCRIPTION	RECOMMENDED MAXIMUM NUMBER OF STUDENTS PER CLASS	QTY HRS.	TOTAL SELLING PRICE AT BID	REQUIREMENT	BILLABLE: Y/N
Operator Orientation	6	4	$1,127.25	Recommended	Y
Maintenance Orientation	15	4	$1,127.25	Recommended	Y
First Responder Orientation	25	4	$1,127.25	Recommended	Y
Preventive Maintenance Inspection	10	8	$2,254.50	Recommended	Y
Multiplex System	10	32	$9,018.00	Recommended	Y
Entrance & Exit Doors	10	4	$1,127.25	Recommended	Y
Wheelchair Ramp	10	4	$1,127.25	Recommended	Y
Brake Systems and Axles	10	16	$4,509.00	Recommended	Y
Air System and ABS	10	8	$2,254.50	Recommended	Y
Suspension and Steering	10	8	$2,254.50	Recommended	Y
Coolant Loop Fill Procedure	10	4	$1,127.25	Recommended	Y
Towing	10	4	$1,127.25	Recommended	Y
Body and Structure	10	4	$1,127.25	Recommended	Y
Propulsion/Fuel Cell/ESS Familiarization/HV Safety	6	40	$11,272.50	Recommended	Y
Propulsion/Fuel Cell/ESS Troubleshooting	10	24	$6,763.50	Recommended	Y
Sub Total - New Flyer Training			**$47,344.50**		Y

OEM Supplied Training

DESCRIPTION	MAXIMUM NUMBER OF STUDENTS PER CLASS	QTY HRS.	TOTAL SELLING PRICE AT BID		
HVAC Maintenance	8	8	$5,130.00	Recommended	Y
Fire Suppression/Gas Detection	10	8	$5,670.00	Recommended	Y
Destination Sign	10	8	$5,400.00	Recommended	Y
Siemens Propulsion Troubleshooting	8	24	$18,630.00	Recommended	Y
Ballard Fuel Cell Level 1 & 2	8	24	$25,920.00	Recommended	Y
Ballard Fuel Cell Level 3	8	24	$25,920.00	Recommended	Y
Sub Total - OEM Training	**Note: Addt'l students could result in addt'l costs.**		**$86,670.00**		
Training Total (priced separate from the bus price)			**$134,014.50**		Y

Tab 8, Bus Publications Proposal

Solicitation Requirements:

N/A

New Flyer Response:

Please see the attached New Flyer **Tab 8a, Publications Proposal**.

Please note that Bus Publications are *included* in the Bus Price.

CONTRACT DELIVERABLES PROPOSAL		PUBLICATIONS rev a. April 24, 2026
PRIMARY CUSTOMER NAME		Montebello
PUBLICATIONS CUSTOMER NAME		City of Montebello
EIN#		
BID NUMBER		2026-053 (Based on 23-335)
SR #		
BUS MODEL		XHE40
QUANTITY		3
CUSTOMER PROGRAM MANAGER		
PROPULSION SYSTEM		Siemens - ELFA3 Electric Drive System includes 1BD2016PEM 230 kW Traction Drive Motors, Inverters, E-drive Controls and related components
FUEL CELL RANGE EXTENDER		BALLARD - FCMove Fuel Cell Range Extender
PROPULSION SYSTEM FUEL		H2 - Five Agility ACF Type 5 Tanks with total system capacity of 37.5 kg. and Luxfer WEH TN1 and TN5 fast fill receptacle
HIGH VOLTAGE SYSTEM ESS		Freudenberg - High Power, Gen 2, 135 kWh Total Capacity
12/24V BATTERIES		Odyssey - group 31 Absorbed Glass Matt (AGM) maintenance free batteries. 1150 CCA
AIR COMPRESSOR		Powerex - Scroll type, direct coupled electric motor driven
AIR DRYER		Bendix - AD9 Tandem air dryer with IPC (Integrated Puraguard Cartridge).
COOLING-Fuel Cell		Modine - 9 Fan Fuel Cell Radiator
COOLING-Drive Unit		EMP - 4 Fan Roof Mounted radiator for Traction Motor and Inverters
COOLING-ESS		Modine - Battery Thermal Management System
FRONT AXLE		M.A.N. - VOK-08, GAWR 18,078 lbs. With disc brakes. Hub mount, Knorr Synact Calipers, with Level N, near zero copper (<0.5%) brake pads.
REAR AXLE		M.A.N. - 5.67:1 HY-1350 With disc brakes. Hub mount, Knorr Synact Calipers, with Level N, near zero copper (<0.5%) brake pads.
ABS		Meritor WABCO - 24V
POWER STEERING		ZF - TAS85 Gear Box, Berendson Electric Pump
HVAC UNIT		TK - TE15 Rear Mount electric unit
HVAC CONTROLLER		TK - Intelligaire III
HVAC COMPRESSOR		TK - Electric driven integrated in HVAC unit
CABIN HEATER		Valeo - Thermo DC200 electric heater
DEFROSTER		Grayson
FLOOR HEATERS		MCC
PLC MULTIPLEX		Vansco - VMM 1615
WINDOWS		Arow Global - non-flush mounted
ENTRANCE DOOR		Vapor - Slide Glide, electric
EXIT DOOR		Vapor - Medium Slide Glide, electric
STRUCTURE		Carbon Steel/Ferritic SST (12 year corrosion warranty)
INTERIOR LIGHTING		New Flyer - 24V LED
INFOTAINMENT		Avail
DRIVERS DOOR		Arow Global - One piece, full height with extended sliding glass top.
DRIVERS SEAT		Recaro - Ergo AM80
PASSEGER SEATS		American Seating - Vision
PASSEGER SEAT - Capacity		39
DESTINATION SIGNS		AESYS - 24V LED
BIKE RACK		Sportworks - DL2-NP
WHEELCHAIR RAMP		New Flyer - 32" 1:7 Slope at Entrance Door
KNEELING - Front		New Flyer - SmartRider Lite Electronic Kneeling & Levelling
APC		IRIS - IRMA Matrix
AVM		Fuel Master
FSS		Amerex - SafetyNet
FIRE DETECTORS		New Flyer - In all ESS Enclosures
VEHICHLE MONITORNG SYSTEM		New Flyer - CONNECT with DMAS
AVA/AVL SYSTEM		Avail

0 City of Montebello

Ship All Publication items (including updates) to:			Please add Info
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New Flyer Standard Bus Publications

This is for one XHE40 Option Build of 3 Buses Only

DESCRIPTION	QTY	CUSTOMER DELIVERY	UPDATES (years)	COMMENTS
Emergency Responder Guide (8.5x11 3-hole laminated)	3	With First Bus Delivery	6	Emergency information to be onboard each bus.
Operator's Guide (8.5x11 3-hole)	2	With First Bus Delivery	6	
Parts Manual	2	Within 30 Business Days After Last Bus Delivery	6	
Service Manual	2	Within 30 Business Days After Last Bus Delivery	6	
Vehicle System Drawings Manual (Incl. Elect, Air, Hyd, Cool, HVAC, PLC schems, layouts on 11x17 3-hole regular paper)	2	Within 30 Business Days After Last Bus Delivery	6	
TIV USB	2	Within 30 Business Days After Last Bus Delivery	6	USB Includes only NF Manuals plus OEM manual below identified with "*"

Sub Total				
OEM Supplier Publications				**This is for one XHE40 Option Build of 3 Buses Only**
DESCRIPTION	**QTY**	**CUSTOMER DELIVERY**	**UPDATES (years)**	**COMMENTS**
Siemens E-Drive Propulsion System OEM Vendor Manual Set (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		Includes 1BD2016PEM Traction Drive Motors, Inverters, E-drive Controls and related components. *
ELFA3 System User Guide (Safety, Installation, Operation, Maintenance, Diagnostics and Parts information documents)	2	"	N/A	*
Ballard FCMove Fuel Cell OEM Vendor Manual Set (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
System User Documentation	2	"	N/A	*
ESS Batteries OEM Manual (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
Xalt System User Guide	2	"	N/A	*
Modine BTMS OEM Manual (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
BTMS Service Manual	2	"	N/A	*
EMP Cooling System OEM Manual Set (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
TK2 Oil Cooler Operation and Maintenance Manual	2	"	N/A	*
CP Oil Cooler Troubleshooting Manual	2	"	N/A	*
Modine Cooling System OEM Manual Set (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
9 Fan Fuel Cell Cooler Service and Diagnostic Manual	2	"	N/A	*
Thermo King HVAC OEM Manual (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
Unit Maintenance Manual	2	"	N/A	*
Intelligaire III Diagnostic Manual	2	"	N/A	*
Valeo Cabin Heater OEM Manual (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
Thermo DC200 Workshop Manual	2	"	N/A	*
Destination Sign OEM Manual (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
Operation & Maintenance Manual	2	"	N/A	*
WABCO ABS System OEM Manual (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
ABS Maintenance Manual	2	"	N/A	*
IRIS APC System OEM Manual (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
IRMA Operations and Maintenance Manual	2	"	N/A	*
Arow Global Drivers Door System OEM Manual Set (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
DPS Service and Maintenance Manual	2	"	N/A	*
Infotainment System OEM Manual (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
System User Guide	2	"	N/A	*
Amerex FSS System OEM Manual (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
Amerex V25ABC System Operation & Maintenance Manual	2	"	N/A	*
Amerex SafetyNet Controller Operation & Maintenance Manual	2	"	N/A	*
Vansco Multiplexing System OEM Manual (includes only the following)		With First Bus Delivery or Soon After Receiving From OEM Supplier		
Hardware User Guides	2	"	N/A	*
Software User Guides	2	"	N/A	*

Tab 9, Bus Tools and Diagnostics Proposal

Solicitation Requirements:

N/A

New Flyer Response:

Please see the attached New Flyer **Tab 9a, Tools and Diagnostics Proposal**.

Please note that this proposal outlines New Flyer's recommended tools and diagnostics package required to maintain the Xcelsior® bus. The package acts as a shopping list for Montebello to select from, as required.

The corresponding prices are ***not included*** in the Bus Price.

New Flyer Tools Diagnostics Proposal

Date	4/23/2026
Revision Level	SR2979 Rev T
Customer Name	Montebello
Bid / Option Number	2026-053
Bus Model	XHE40
Bus Quantity	3
Pricing Expiration Date	3/3/2026

Item	Billing Method	Customer Specification Description	NF Parts Description	Part Number Type	Bid Quoted NF Part # or Link	Quantity	Individual Unit Selling Price (USD)	Total Selling Price (USD)
1	Billed Separately		KIT - Panasonic FZ55 Toughbook Laptop	Diagnostic Equipment	6502351	1	$ 3,973.42	$ 3,973.42
2	Billed Separately		Nexiq USB Link™ 3 - WIFI/Bluetooth Edition	Diagnostic Equipment	6494933	1	$ 1,134.08	$ 1,134.08
3	Billed Separately		Harness - Adapter Diagnostic CAN 2	Diagnostic Equipment	07-12-5916	1	$ 119.79	$ 119.79
4	Billed Separately		ZF Testman IAM Diagnostic Kit	Diagnostic Equipment	6435374	1	$ 5,093.60	$ 5,093.60
5	Billed Separately		Adapter - Dongle ZF	Diagnostic Equipment	6503298	1	$ 405.02	$ 405.02
6	Billed Separately		Intelligaire III Diagnostic Software & Cables	Diagnostic Equipment	6393934	1	$ 2,868.06	$ 2,868.06
7	Billed Separately		Valeo Diagnostic Software & Cables	Diagnostic Equipment	6499004	1	$ 757.81	$ 757.81
8	Billed Separately		Valeo Adapter - Diagnostic	Diagnostic Equipment	6492163	1	$ 122.32	$ 122.32
9	Billed Separately		Cable - PVSG Interface	Diagnostic Equipment	6487019	1	$ 59.44	$ 59.44
10	Billed Separately		Cable - Transtech VR Interface	Diagnostic Equipment	6488984	1	$ 335.53	$ 335.53
11	Billed Separately		Siemens PCAN Interface Harness	Diagnostic Equipment	711447	2	$ 142.05	$ 284.10
12	Billed Separately		USB CAN Adapter - Siemens Interface	Diagnostic Equipment	6402046	1	$ 508.30	$ 508.30
13	Billed Separately		UDS Software - Vector Indigo	Diagnostic Equipment	6487897	1	$ 3,967.68	$ 3,967.68
14	Billed Separately		Vector Keyman USB Dongle	Diagnostic Equipment	6487899	1	$ 166.74	$ 166.74
15	Billed Separately		Indigo Interface - Vector VN1630 Log	Diagnostic Equipment	6491163	1	$ 3,054.68	$ 3,054.68
16	Billed Separately		CANPiggy 1057GCap - Vector	Diagnostic Equipment	6491232	2	$ 323.76	$ 647.52
17	Billed Separately		CANcable 2Y - Vector Indigo	Diagnostic Equipment	6412000	2	$ 66.37	$ 132.74
18	Billed Separately		Plug - MSD Blank	Diagnostic Equipment	869751	1	$ 79.32	$ 79.32
19	Billed Separately		Cap - 6 PK Bus Bar Protective Cvr	Diagnostic Equipment	6483658	1	$ 234.11	$ 234.11
20	Billed Separately		Key, Cam Latch #4 (ESS Triangle Key)	Diagnostic Equipment	6476226	1	$ 5.21	$ 5.21
21	Billed Separately		Amerex SafetyNet Software & Interface	Diagnostic Equipment	6355551	1	$ 917.86	$ 917.86
22	Billed Separately	USB provided with a license purchase	USB - Programming Tool, AESYS, Verba	Diagnostic Equipment	07-10-0655	1	$ 607.05	$ 607.05
23	Billed Separately		License - AESYS Verba Software	Diagnostic Equipment	6492643	1	$ -	$ -
24	Billed Separately		Vapor Class System Diagnostic Interface Kit	Diagnostic Equipment	6358421	1	$ 70.35	$ 70.35
25	Billed Separately		XALT Interface Cable - Batteries	Diagnostic Equipment	704950	1	$ 226.63	$ 226.63
26	Billed Separately		Kit - XALT SPI Tool Universal	Diagnostic Equipment	6482554	1	$ 2,820.56	$ 2,820.56
27	Billed Separately		Ethernet Cable - IRMA APC	Diagnostic Equipment	6465569	1	$ 156.70	$ 156.70
28	Billed Separately		Wabco ABS Software (Inititial Download)	ware / Annual Renewals/ Subscri	6334596	1	$ 777.02	$ 777.02
29	Billed Separately		Wabco ABS Software (Renewal)	ware / Annual Renewals/ Subscri	6495817	1	$ 615.14	$ 615.14
30	Billed Separately		Annual Maintenance - Vector Indigo	ware / Annual Renewals/ Subscri	6487898	1	$ 793.21	$ 793.21
31	Billed Separately		EMP Software	No Charge Software	EMP : Drivers & Downloads (emp-c	1	$ -	$ -
32	Billed Separately		Vansco Software	No Charge Software	http://divapps.parker.com/divapps	1	$ -	$ -
33	Billed Separately		Vansco 1210 Chooser	No Charge Software	http://divapps.parker.com/divapps	1	$ -	$ -
34	Billed Separately		PVSG Software	No Charge Software	https://ph.parker.com/us/17616/e	1	$ -	$ -
35	Billed Separately		Smartrider Software	No Charge Software	https://promo.parker.com/promot	1	$ -	$ -
36	Billed Separately		Vapor Class System Software	No Charge Software	kkobel@Wabtec.com	1	$ -	$ -
37	Billed Separately		Vapor VETC2 Software	No Charge Software	agoetzelmann@Wabtec.com	1	$ -	$ -
38	Billed Separately		Mobile Starter Software	No Charge Software	darryl_desjarlais@newflyer.com	1	$ -	$ -
39	Billed Separately		Siemens Siadis Software	No Charge Software	cv-services.us@meritor.com	1	$ -	$ -
40	Billed Separately		XALT Service Tool Software	No Charge Software	darryl_desjarlais@newflyer.com	1	$ -	$ -
41	Billed Separately		Modine BTMS Software	No Charge Software	Troubleshooting & Diagnostics - M	1	$ -	$ -
42	Billed Separately		Danfoss Software - Berendsen Pwr Strg	No Charge Software	darryl_desjarlais@newflyer.com	1	$ -	$ -

43	Billed Separately		Kit - Lift Tow Universal	Special Tools and PPE	6396565	1	$ 337.91	$ 337.91
44	Billed Separately		Kit - Lift Tow Receivers	Special Tools and PPE	6396567	1	$ 2,373.72	$ 2,373.72
45	Billed Separately		Xcelsior Flat Tow adapter (2 pcs. Per set)	Special Tools and PPE	6395097	1	$ 1,533.84	$ 1,533.84
46	Billed Separately		Assy - Frame Flat Towing	Special Tools and PPE	902990	1	$ 7,023.67	$ 7,023.67
47	Billed Separately		Jacking Adapters	Special Tools and PPE	434434	1	$ 1,264.06	$ 1,264.06
48	Billed Separately		Repair Kit - Disc Brakes & Synact Calipers	Special Tools and PPE	6501865	1	$ 10,099.34	$ 10,099.34
49	Billed Separately		Torque Multiplier	Special Tools and PPE	6314711	1	$ 3,071.77	$ 3,071.77
50	Billed Separately		Hub Repair Kit - MAN VOK-08 Frt Axle	Special Tools and PPE	6408311	1	$ 13,597.74	$ 13,597.74
51	Billed Separately		Optional Hub Removal Hydraulic Tool Kit - MAN VOK-08	Special Tools and PPE	6458834	1	$ 7,766.38	$ 7,766.38
52	Billed Separately		King Pin Press Kit - MAN VOK-08 Frt Axle	Special Tools and PPE	6494532	1	$ 26,188.17	$ 26,188.17
53	Billed Separately		Tool - Pulling and Pressing Device (sway bar)	Special Tools and PPE	6499011	1	$ 2,228.55	$ 2,228.55
54	Billed Separately		Hub Repair Kit - MAN HY1350 RR Axle	Special Tools and PPE	6408306	1	$ 8,406.35	$ 8,406.35
55	Billed Separately		ABS Sensor R&R Kit - MAN HY1350 RR Axle	Special Tools and PPE	6408307	1	$ 1,224.35	$ 1,224.35
56	Billed Separately		Pinion Seal Repair Kit - MAN HY1350 RR Axle	Special Tools and PPE	6444302	1	$ 3,648.36	$ 3,648.36
57	Billed Separately		Differential Repair Kit - MAN HY1350 RR Axle	Special Tools and PPE	6444303	1	$ 13,314.53	$ 13,314.53
58	Billed Separately		Optional Tool Kit - MAN HY1350 RR Axle	Special Tools and PPE	6444304	1	$ 53,805.37	$ 53,805.37
59	Billed Separately		Flow Meter Tester - Strg Gear Box	Special Tools and PPE	140809	1	$ 1,644.39	$ 1,644.39
60	Billed Separately		Puller Tool - Pitman Arm	Special Tools and PPE	6394270	1	$ 646.00	$ 646.00
61	Billed Separately		TK A/C Tool Kit - TE15 R407c	Special Tools and PPE	6472762	1	$ 36,411.96	$ 36,411.96
62	Billed Separately		Amerex Discharge Hose Blowout Adapter	Special Tools and PPE	052132	1	$ 239.32	$ 239.32
63	Billed Separately		Amerex Fire Alarm/Simulator Module	Special Tools and PPE	6484731	1	$ 436.06	$ 436.06
64	Billed Separately		Amerex Calibration Kit - AMGaDS III	Special Tools and PPE	6459321	1	$ 1,610.32	$ 1,610.32
65	Billed Separately		Assy - H2 Tank Pressure Interface	Special Tools and PPE	970139	1	$ 474.13	$ 474.13
66	Billed Separately		Valve Instl Tool	Special Tools and PPE	6473780	1	$ 1,832.48	$ 1,832.48
67	Billed Separately		Gauge - Gap Inspection (Swagelok ftgs)	Special Tools and PPE	6407899	1	$ 22.92	$ 22.92
68	Billed Separately		Tools Kit - FCMove HD Packaged	Special Tools and PPE	6504147	1	$ 1,772.59	$ 1,772.59
69	Billed Separately		Assy - Magnapower Charger	Special Tools and PPE	842767	1	$ 12,064.09	$ 12,064.09
70	Billed Separately		Kit - VMAC Service Tools	Special Tools and PPE	6504967	1	$ 508.89	$ 508.89
71	Billed Separately		Kit - ESS Coolant Pressure Tester	Special Tools and PPE	6486719	1	$ 1,492.94	$ 1,492.94
72	Billed Separately		Kit - ESS Coolant Pressure Fill	Special Tools and PPE	6411553	1	$ 9,651.20	$ 9,651.20
73	Billed Separately		Assy, Lift Beam ESS Rack	Special Tools and PPE	6505018	1	$ 9,029.75	$ 9,029.75
74	Billed Separately		Boom, Forklift Adapter	Special Tools and PPE	6485514	1	$ 4,322.24	$ 4,322.24
75	Billed Separately		Lifting Adapter Assy - Siemens PEM	Special Tools and PPE	6481413	1	$ 986.11	$ 986.11
76	Billed Separately		Lifting Device - XALT XMOD Battery Modules	Special Tools and PPE	6476635	1	$ 2,428.20	$ 2,428.20
77	Billed Separately		Clamp Meter - 1000A Fluke 376	Special Tools and PPE	6487900	1	$ 1,228.43	$ 1,228.43
78	Billed Separately		Fluke 2 in 1 Multimeter - 1587FC	Special Tools and PPE	6400746	1	$ 1,869.88	$ 1,869.88
79	Billed Separately		Conductivity Meter	Special Tools and PPE	6489997	1	$ 813.45	$ 813.45
80	Billed Separately		modular test lead kit	Special Tools and PPE	6473267	1	$ 373.68	$ 373.68
81	Billed Separately		test probe flat blade	Special Tools and PPE	6473268	1	$ 62.08	$ 62.08
82	Billed Separately		test probe back probe	Special Tools and PPE	6473269	1	$ 52.85	$ 52.85
83	Billed Separately		Wiha Insulated Master Electrician's tool kit	Special Tools and PPE	6473445	1	$ 3,478.23	$ 3,478.23
84	Billed Separately		ARC Flash Protection Clothing Kit - 2PC Small	Special Tools and PPE	6471958	1	$ 1,295.48	$ 1,295.48
85	Billed Separately		ARC Flash Protection Clothing Kit - 2PC Medium	Special Tools and PPE	6473412	1	$ 1,295.48	$ 1,295.48
86	Billed Separately		ARC Flash Protection Clothing Kit - 2PC Large	Special Tools and PPE	6473413	1	$ 1,295.48	$ 1,295.48
87	Billed Separately		ARC Flash Protection Clothing Kit - 2PC XL	Special Tools and PPE	6473414	1	$ 1,295.48	$ 1,295.48
88	Billed Separately		ARC Flash Protection Clothing Kit - 2PC 2XL	Special Tools and PPE	6471962	1	$ 1,361.95	$ 1,361.95
89	Billed Separately		ARC Flash Protection Clothing Kit - 2PC 3XL	Special Tools and PPE	6471963	1	$ 1,426.79	$ 1,426.79

90	Billed Separately		ARC Flash Protection Clothing Kit - 2PC 4XL	Special Tools and PPE	6471964	1	$ 1,491.64	$ 1,491.64
91	Billed Separately		ARC Flash Protection Clothing Kit - 2PC 5XL	Special Tools and PPE	6471965	1	$ 1,556.51	$ 1,556.51
92	Billed Separately		ARC Flash Protection Clothing Kit - 1PC Small	Special Tools and PPE	6471966	1	$ 1,034.07	$ 1,034.07
93	Billed Separately		ARC Flash Protection Clothing Kit - 1PC Medium	Special Tools and PPE	6473415	1	$ 1,034.07	$ 1,034.07
94	Billed Separately		ARC Flash Protection Clothing Kit - 1PC Large	Special Tools and PPE	6473416	1	$ 1,034.07	$ 1,034.07
95	Billed Separately		ARC Flash Protection Clothing Kit - 1PC XL	Special Tools and PPE	6473417	1	$ 1,034.07	$ 1,034.07
96	Billed Separately		ARC Flash Protection Clothing Kit - 1PC 2XL	Special Tools and PPE	6473418	1	$ 1,137.76	$ 1,137.76
97	Billed Separately		ARC Flash Protection Clothing Kit - 1PC 3XL	Special Tools and PPE	6471971	1	$ 1,137.76	$ 1,137.76
98	Billed Separately		ARC Flash Protection Clothing Kit - 1PC 4XL	Special Tools and PPE	6471972	1	$ 1,155.92	$ 1,155.92
99	Billed Separately		ARC Flash Protection Clothing Kit - 1PC 5XL	Special Tools and PPE	6471973	1	$ 1,337.32	$ 1,337.32
100	Billed Separately		Harness - Fall Body Arc Flash (425 lbs)	Special Tools and PPE	6700155	1	$ 1,643.08	$ 1,643.08
101	Billed Separately		HV Blanket 3' x 3'	Special Tools and PPE	6473431	1	$ 502.31	$ 502.31
102	Billed Separately		Blanket Clamp 9-1/2" L, 5" Opening	Special Tools and PPE	6473432	1	$ 41.98	$ 41.98
103	Billed Separately		Glove Dust 6oz	Special Tools and PPE	6488812	1	$ 48.56	$ 48.56
104	Billed Separately		Rescue Hook 6FT	Special Tools and PPE	6400745	1	$ 792.63	$ 792.63
105	Billed Separately		Defibrillator Adult	Special Tools and PPE	6502239	1	$ 3,204.04	$ 3,204.04
106	Billed Separately		Brady Personal Lockout Pouch Kit	Special Tools and PPE	6494427	1	$ 64.48	$ 64.48
107	Billed Separately		Lock Out Tag (pk of 25)	Special Tools and PPE	6473444	1	$ 28.54	$ 28.54
108	Billed Separately		Hv Warning sign	Special Tools and PPE	6473436	1	$ 23.51	$ 23.51
109	Billed Separately		Arc Flash Warning sign	Special Tools and PPE	6473437	1	$ 14.70	$ 14.70
110	Billed Separately		steering wheel covers	Special Tools and PPE	6473439	1	$ 83.40	$ 83.40
111	Billed Separately		Cart - Safety Barricade System (up to 75ft)	Special Tools and PPE	6491772	1	$ 1,732.21	$ 1,732.21
112	Billed Separately		Tape - Red HV Safety	Special Tools and PPE	6491845	1	$ 40.07	$ 40.07

Notes:

- Part numbers are subject to change.
- If multiple kits are ordered, the subcomponent quantities listed will only display the total quantities needed per kit.
- If parts are required to be assembled in advance of shipment, please confirm part number type is set to "Assembly".

Customer Signature Date

Total Amount Included in Bus Price $ -

Total Amount Billed Separately $ 308,413.65

*Above totals exclude applicable taxes.

Tab 10, Bus Contract Spares Proposal

Solicitation Requirements:

N/A

New Flyer Response:

There are no Contract Spares included in New Flyer's proposal.

Tab 11, Bus Delivery Schedule

Solicitation Requirements:

N/A

New Flyer Response:

New Flyer's proposal is based on estimated delivery by the end of Q1 2028. The final delivery schedule will be provided after award.

ITEM # 26

APPROVAL OF MINUTES: MAY 13, 2026, CITY COUNCIL MEETING

CITY OF MONTEBELLO
REGULAR MEETING

MINUTES

WEDNESDAY, MAY 13, 2026 AT 6:00 PM

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

DRAFT

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Tamayo called the meeting to order at 6:03 p.m.

ROLL CALL

Members present were Mayor Tamayo, Mayor Pro Tem Romero, Councilmember Peralta, Councilmember Alonzo, and Councilmember Melendez. City Clerk Jimenez and City Treasurer Matanga were also present.

City Attorney Arnold Alvarez-Glasman, City Manager Raul Alvarez, Assistant City Manager Angelica Palmeros, Management Analyst Samantha Nevarez, and Department Directors Kimberly Guillen, Michael Solorza, Joseph Palombi, Ramon Figueroa, David Sosnowski, Cesar Roldan, Transportation Deputy Director Elizabeth Franco, and Police Chief Lopez were present.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Attorney Alvarez-Glasman announced the Closed Session Item.

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, the public may submit a speaker card to the City Clerk staff for Closed Session items, prior to the beginning of this statement. Speakers will be called in the order received. Please be aware that the maximum time allotted for members of the public to speak on Closed Session items shall not exceed three (3) minutes per person. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor and City Council.

None.

CLOSED SESSION

The City Attorney shall provide a briefing on the item listed for Closed Session as follows:

Mayor Tamayo recessed the meeting into Closed Session at 6:04 p.m. to consider the following Closed Session item:

1. **CONFERENCE WITH LABOR NEGOTIATORS**
   Government Code Section 54957.6
   Agency Negotiators: Raul Alvarez
   Employee Group: Montebello Police Management Association

REGULAR SESSION - 7:00 P.M.

CLOSED SESSION REPORT

Mayor Tamayo reconvened the meeting at 7:03 p.m.

All five members were present to discuss all Closed Session items. City Attorney Arnold Alvarez-Glasman provided the following report to City Council: Item No. 1, a briefing was provided to City Council, no action was taken, and nothing to further to report.

INVOCATION

Led by City Treasurer Matanga.

PLEDGE OF ALLEGIANCE

Led by the Future Leader of Montebello, Steven Jauregui.

CORRECTIONS TO THE AGENDA - CITY MANAGER

City Manager Alvarez stated that Item No. 2 will be moved to the next City Council Meeting.

CEREMONIAL ITEMS/PRESENTATIONS

2. CITIZEN OF THE MONTH - LORRAINE RICHARDS
The Item will be moved to the next City Council Meeting.

3. PROCLAMATION FOR ASIAN AMERICAN AND PACIFIC ISLANDER HERITAGE MONTH
Presented by Mayor Tamayo.

4. PROCLAMATION FOR MENTAL HEALTH AWARENESS MONTH
Presented by Mayor Tamayo.

5. PROCLAMATION FOR NATIONAL POPPY DAY
Presented by Mayor Tamayo.

6. PROCLAMATION FOR NATIONAL MILITARY APPRECIATION MONTH
Presented by Mayor Tamayo.

7. PROCLAMATION FOR NATIONAL PUBLIC WORKS WEEK
Presented by Mayor Tamayo.

8. CERTIFICATE OF RECOGNITION FOR SCHURR HIGH SCHOOL GIRLS WATER POLO TEAM AND GIRLS BASKETBALL TEAM
Presented by Mayor Tamayo.

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

At this time, the public may submit speaker card(s) to the City Clerk staff, for both agenda and non-agenda items, prior to the beginning of this statement; Public Hearing items do not require a speaker card.

The City Council will address non-agenda items during this section and speakers will be called in the order received. Those persons not accommodated during this 30-minute period will have an opportunity to speak under "Public Comments – Continued", after all scheduled matters have been considered. **Public Hearing, Regular Business and/or Consent Calendar items will be addressed at the time that matter of business is heard, in the order received.**

Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per speaker. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor and City Council.

DRAFT

The City Clerk's Office acknowledged ten(10) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council, and said speaker cards are on file at the City Clerk's office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

None.

PUBLIC HEARING

9. PUBLIC HEARING TO ADOPT RESOLUTION NO. 26-31 APPROVING THE DRAFT FISCAL YEAR 2026-2027 COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") AND HOME INVESTMENT PARTNERSHIPS ("HOME") ANNUAL ACTION PLAN

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a Public Hearing to consider adopting Resolution No. 26-31 approving the draft Fiscal Year 2026-2027 Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME) Annual Action Plan; and
2. Take such additional, related action that may be desirable.

Mayor Tamayo opened the Public Hearing at 7:54 p.m.

The City Clerk's Office acknowledged three(3) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council, and said speaker cards are on file at the City Clerk's office. All speakers had questions regarding the application process for this funding.

Mayor Tamayo closed the Public Hearing at 7:59 p.m.

Housing Manager Rosemary Perich provided an overview of the Community Development Block Grant (CDBG) Program, including the application, funding, and HUD compliance process.

City Manager Alvarez stated that the City administers the CDBG funding directly and that all applications are publicly noticed, reviewed, and submitted to HUD for approval.

Housing Manager Rosemary Perich stated that HUD regulations limit the allocation of CDBG funds for public services and administrative costs.

Councilmember Melendez inquired regarding the evaluation metrics for awarded funds, and Housing Manager Rosemary Perich stated that applications are evaluated based on HUD requirements and eligibility criteria.

Councilmember Peralta inquired about funding opportunities available through the CDBG Program, and Housing Manager Rosemary Perich provided an overview of the funding categories and application process.

Councilmember Melendez motioned, seconded by Peralta, to approve the item; the motion was approved unanimously.

10. PUBLIC HEARING PURSUANT TO GOVERNMENT CODE SECTION 3502.3 CONCERNING VACANCIES AND RECRUITMENT AND RETENTION EFFORTS

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a public hearing and receive and file the report on the status of vacancies and recruitment and retention efforts in accordance with Government Code section 3502.3; and
2. Take such additional, related action that may be desirable.

Human Resources Manager Nicole Mooshagian provided a presentation of the item.

Mayor Tamayo opened the Public Hearing at 8:20 p.m.

Jesus Macias, Firefighter Captain/Paramedic with the Montebello Fire Department, President of Local 3821, and

DRAFT

representative of the Montebello Fire Association, addressed the Council regarding employee retention concerns pursuant to AB 2561 and Government Code Section 3502.3, including concerns related to employee morale, workplace culture, and the recent loss of paramedics and fire personnel to other agencies.

The City Clerk's Office acknowledged ten (10) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council, and said speaker cards are on file at the City Clerk's office. All speakers expressed concerns similar to those raised by Fire Captain Jesus Macias regarding employee retention, morale, and workplace culture within the Fire Department.

Mayor Tamayo closed the Public Hearing at 8:57 p.m.

City Manager Alvarez acknowledged the comments made and highlighted several accomplishments and efforts undertaken by the City regarding employee matters and organizational improvements.

Mayor Pro Tem Romero motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved unanimously.

REGULAR BUSINESS

11. SECOND READING AND ADOPTION OF ORDINANCE NOS. 2487, 2488, 2489, AND 2490, AMENDING PROVISIONS OF TITLE 17 (ZONING) OF THE CITY OF MONTEBELLO MUNICIPAL CODE, RELATED TO MIXED-USE DEVELOPMENT STANDARDS, OBJECTIVE DESIGN STANDARDS FOR RESIDENTIAL AND MIXED-USE DEVELOPMENT, AND SITE PLAN REVIEW STANDARDS, AND DEMONSTRATING COMPLIANCE WITH STATE HOUSING LAW TO ACHIEVE ADEQUATE SITES FOR THE CITY'S 6TH CYCLE RHNA AND COSISTENCY WITH THE MONTEBELLO 2040 GENERAL PLAN

RECOMMENDATION: It is recommended that the City Council:

1. Waive second reading and adopt Ordinance No. 2487, amending Chapter 17.22 titled Commercial Zones Generally of the Montebello Municipal Code ("MMC") to establish new mixed-use development standards applicable to the C-1 (Neighborhood Commercial) and C-2 (General Commercial) zoning districts, along with related updates incorporating mixed-use development provisions into Chapter 17.22; and
2. Waive second reading and adopt Ordinance No. 2488, amending Title 17 – Zoning of the MMC to establish Chapter 17.21 titled Objective Design Standards, to provide new objective design standards for residential and mixed-use development projects; and
3. Waive second reading and adopt Ordinance No. 2489, amending Chapter 17.74 titled Site Plan Review of the MMC to update thresholds for when a site plan review is required, and remove provisions that allow the combination of multiple discretionary entitlement approvals under a single application; and
4. Waive second reading and adopt Ordinance No. 2490, approving the rezoning of certain properties to ensure consistency with the land use designations established by the Montebello 2040 General Plan and the opportunity sites identified in the City's 6th Cycle Housing Element (2021-2029) in accordance with State Housing Law; and
5. Find and determine that the proposed amendments to Title 17 of the MMC are within the scope of, and consistent with, the 2040 General Plan, for which the City Council certified a Final Environmental Impact Report ("Final EIR") (State Clearinghouse No.2023050665), certified on April 10, 2024, in compliance with the California Environmental Quality Act ("CEQA"), and
6. Take such additional, related, action that may be desirable.

The City Clerk's Office acknowledged one(1) member of the public wishing to address the City Council. The speaker was provided three minutes to address the City Council and said the speaker's card is on file at the City Clerk's office.

Councilmember Peralta motioned, seconded by Councilmember Melendez, to approve the item; the motion was approved unanimously.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a member wishes to discuss, including any items the public submitted speaker cards for, should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any Ordinance.

Councilmember Melendez, seconded by Mayor Pro Tem Romero, to approve Item Nos. 12-24; the motion was approved unanimously.

12. PROCLAMATION FOR NATIONAL PET MONTH

RECOMMENDATION: It is recommended that the City Council:

1. Approve a Proclamation declaring May as National Pet Month in Montebello.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Romero, to approve the item; the motion was approved unanimously.

13. PROCLAMATION FOR NATIONAL BIKE MONTH

RECOMMENDATION: It is recommended that the City Council:

1. Approve a Proclamation declaring May as National Bike Month in Montebello.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Romero, to approve the item; the motion was approved unanimously.

14. APPROVE SUBMISSION OF AN APPLICATION FOR THE CALIFORNIA INTERAGENCY COUNCIL ON HOMELESSNESS (CAL ICH) ENCAMPMENT RESOLUTION FUNDING PROGRAM ROUND 5, ROLLING APPLICATION (ERF-5-R)

RECOMMENDATION: It is recommended that the City Council:

1. Approve submission of a grant proposal for the Notice of Funding Availability (NOFA) for the California Interagency Council on Homelessness (Cal ICH) Encampment Resolution Funding Program, Round 5, Rolling Application (ERF-5-R); and
2. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Romero, to approve the item; the motion was approved unanimously.

15. AUTHORIZE AN INCREASE TO THE BLANKET PURCHASE ORDER WITH ADAMSON POLICE PRODUCTS

RECOMMENDATION: It is recommended that the City Council:

1. Authorize an increase to the existing blanket Purchase Order with Adamson Police Products in the amount of $7,000; and
2. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Romero, to approve the item; the motion was approved unanimously.

16. AUTHORIZE EXECUTION OF A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY AND THE CITY OF MONTEBELLO TO IMPLEMENT THE HARBOR TOXIC POLLUTANTS TOTAL MAXIMUM DAILY LOAD PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Approve the Harbor Toxic Pollutants Total Maximum Daily Load Memorandum of Understanding between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority and the City of Montebello; and
2. Authorize the City Manager to sign and execute the Memorandum of Understanding; and
3. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Romero, to approve the item; the motion was approved unanimously.

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17. ACCEPTANCE OF THE FABRICATION AND INSTALLATION OF FULL CAPTURE STORM DRAIN TRASH DEVICES ON LOS ANGELES COUNTY-OWNED CATCH BASINS (CP 931)

RECOMMENDATION: It is recommended that the City Council:

1. Accept the Fabrication and Installation of Full Capture Storm Drain Trash Devices on Los Angeles County Owned Catch Basins (CP 931) by United Storm Water, Inc; and
2. Approve the final contract amount with United Storm Water, Inc. for the construction of the project in the amount of $18,300 including change orders; and
3. Approve the Final Total Project Budget (Attachment A); and
4. Authorize the City Clerk to execute, verify and file the Notice of Completion (Attachment B) with the Los Angeles County Registrar-Recorder; and
5. Authorize the release of the retention payment of $915 due to United Storm Water, Inc. following the mandatory waiting period from the date the Notice of Completion (NOC) is recorded; and
6. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Romero, to approve the item; the motion was approved unanimously.

18. APPROVE ISSUING REQUEST FOR PROPOSALS (RFP) NO. 26-11 FOR ON-CALL FENCE INSTALLATION, REPAIR AND REPLACEMENT SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Authorize issuing Request for Proposals (RFP) No. 26-11 for on-call fence installation, repair, and replacement services; and
2. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Romero, to approve the item; the motion was approved unanimously.

19. APPROVE ISSUING REQUEST FOR PROPOSALS (RFP) NO. 26-12 FOR ON-CALL PLUMBING SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Authorize issuing Request for Proposals (RFP) No. 26-12 for on-call plumbing services; and
2. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Romero, to approve the item; the motion was approved unanimously.

20. APPROVE ISSUING REQUEST FOR PROPOSALS (RFP) NO. 26-13 FOR ON-CALL ELECTRICAL MAINTENANCE AND REPAIR SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Authorize issuing Request for Proposals (RFP) No. 26-13 for on-call electrical maintenance and repair services; and
2. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Romero, to approve the item; the motion was approved unanimously.

21. APPROVE ISSUING REQUEST FOR PROPOSALS (RFP) NO. 26-14 FOR SECURITY AND FIRE ALARM MONITORING, MAINTENANCE, AND REPAIR SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Authorize issuing Request for Proposals (RFP) No. 26-14 for citywide security and fire alarm monitoring, maintenance, and repair services for City facilities; and
2. Take such additional, related action that may be desirable.

DRAFT

Councilmember Melendez motioned, seconded by Mayor Pro Tem Romero, to approve the item; the motion was approved unanimously.

22. AUTHORIZE APPLICATION FOR THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM FORMULA FUNDING FOR 2022, 2023 AND ADOPTING AN AMENDED PLHA PLAN

RECOMMENDATION: It is recommended that the City Council:

1. Authorize application to the California Department of Housing and Community Development (HCD) Permanent Local Housing Allocation (PLHA) Program Formula Funding to collect the City's remaining 2022 and 2023 ($479,680) allocations of the amended $1,803,584 five-year allocation; and
2. Approve Resolution No. 26-32 authorizing the application and amending the PLHA plan for the Permanent Local Housing Allocation Program; and,
3. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Romero, to approve the item; the motion was approved unanimously.

23. APPROVAL OF MINUTES: APRIL 22, 2026, CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Romero, to approve the item; the motion was approved unanimously.

24. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 26-33 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED MAY 13, 2026

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 26-33 approving the Warrant Register dated May 13, 2026.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Romero, to approve the item; the motion was approved unanimously.

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

Members will provide a brief report on meetings attended at the expense of the local agency as required by Government Code Section 53232.3(d).

Councilmember Melendez attended the Southern California Association of Governments Regional Conference and General Assembly, as well as the 2026 California Preservation Awards. Mayor Tamayo also attended the awards ceremony, where the City of Montebello received recognition for the Armenian Genocide Martyrs Monument.

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

- **Ric Alonzo, Councilmember**

- **Danielle Romero, Mayor Pro Tem**

DRAFT

- **Scarlet Peralta, Councilmember**

    1. **Requesting a formal City proclamation recognizing Arbor Day in April 2027 and onward.**
    2. **Requesting an update on the status of the Urban Forestry Management Plan and related tree planting efforts.**

1. Consensus was received.
2. City Manager Alvarez stated that staff would return to the City Council with an update regarding the status of the Urban Forestry Management Plan and related tree planting efforts.

- **Salvador Melendez, Councilmember**

- **Georgina Tamayo, Mayor**

CLOSED SESSION - CONTINUED

ADJOURNMENT
The City of Montebello will adjourn to the next **Regular Meeting on May 27, 2026, at 6:00 p.m.,** which can be live-streamed at https://www.montebelloca.gov (Click on Live Stream).

I, Kimberly Guillen, Director of City Clerk Services for the City of Montebello, hereby certify that a copy of this agenda has been posted on or before **Sunday, May 10, 2026, no later than 6:00 p.m.**

_____
Kimberly Guillen, Director of City Clerk Services

Mayor Tamayo adjourned the meeting at 9:13 p.m.

THE MINUTES OF MAY 13, 2026, ARE HEREBY APPROVED AND ADOPTED ON THIS 27TH DAY OF MAY 2026.

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA
Please note, the attached exhibit is a draft version that is to be used for reference purposes only; agenda items, information, and dates are subject to change. The exhibit will be placed at the end of the Agenda Packet.

- **CITY OF MONTEBELLO FORECASTED AGENDA**

DRAFT

Absent

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 1

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Public Orals

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Linda Nicklas **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: MATCH 90640

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

Absent

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 2

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Orals Public

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Tila Gregorian **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. _____

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 9

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Linda Nicklas **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: MATCH 90640

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

CITY OF MONTEBELLO

Request No. 1

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 10

Meeting Date: 5/13/24 **Time Received:** 5:34pm **Date Received:** 5/13/24

SPEAKER'S FULL NAME: Janelle Goltara **PHONE:** _____ *(Optional)*

Goltara

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 2

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 10

Meeting Date: 5/13/ **Time Received:** 5:42 **Date Received:** 5/13

SPEAKER'S FULL NAME: Celia Quezada **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed☐ In Support☐ Neutral☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO

Request No. 3

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 10

Meeting Date: 5/13/26 **Time Received:** 5:56 **Date Received:** 5/13

SPEAKER'S FULL NAME: Angie Macias **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed☐ In Support☐ Neutral☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO

Request No. 4

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 10

Meeting Date: 05-13-2024 **Time Received:** 5:56 **Date Received:** 5/13

SPEAKER'S FULL NAME: Isabel Carbajal **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed☐ In Support☐ Neutral☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 5

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 10

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Kimberly Cobos Cawthorne **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 6 ✓

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 10

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 5/13/26 **TIME RECEIVED:** 6:36

SPEAKER'S FULL NAME: Vern Creswell **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 7

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 10

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Will Cervera **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 1

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 11

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Community Concerns

MEETING DATE: 5/13 **TIME RECEIVED:** 6:50pm

SPEAKER'S FULL NAME: Corey Chappell **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☑ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 1

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: MAY 13 2025 **TIME RECEIVED:** 6:16

SPEAKER'S FULL NAME: Alex Lemus **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 2 ✓

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 5-13-26 **TIME RECEIVED:** 6:18

SPEAKER'S FULL NAME: Julian Johnny Bedeguez **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 3

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 05/13/2026 **TIME RECEIVED:** 6:18 pm

SPEAKER'S FULL NAME: JULIETTE ARCHULETA DUARTE **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

CITY OF MONTEBELLO

Request No. 4

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Meeting Date: 05-13-2026 **Time Received:** 5:52 **Date Received:** 5/13

SPEAKER'S FULL NAME: Rosa TAMAYO **PHONE:** 323-724-6699 (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 5 ✓

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Meeting Date: 5/13/26 **Time Received:** 6:05 **Date Received:** 5/13

SPEAKER'S FULL NAME: RAUL HURTADO **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 6 ✓

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 5/13/26 **TIME RECEIVED:** 6:22 P.M

SPEAKER'S FULL NAME: Veronica J. Neri **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 7

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** [redacted]

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 5/13/26 **TIME RECEIVED:** 1821

SPEAKER'S FULL NAME: Jesus Macias **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 8

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 5/13/2026 **TIME RECEIVED:** 6:23 P.M

SPEAKER'S FULL NAME: Norma Rodriguez **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

Absent

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 9

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Montebello Blvd

MEETING DATE: 5/13 **TIME RECEIVED:** 6:58

SPEAKER'S FULL NAME: Denise Hagopian **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 10

SPEAKER CARD

✓

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Proclamations / Agendas

MEETING DATE: 5/13 **TIME RECEIVED:** 6:59

SPEAKER'S FULL NAME: Casey Chappell **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

Subject: Request for Review of Alley Parking Enforcement Due to Hardship

To the City of Montebello Planning & Community Services Department / Parking Enforcement Division,

My name is Julian Berdeguez, and I live at 209 South Maple Avenue, Montebello, California 90640. I have been a resident here for about two years, with garage access through the rear alley.

I am writing to request consideration regarding recent enforcement of parking restrictions in the alley behind my residence. This has created a serious issue for residents who have long relied on this space when street parking is unavailable.

There are approximately 20 garage spaces along this alley serving multiple apartment buildings. Without the ability to park in front of these garages, many residents are now forced to compete for already limited street parking in the surrounding area.

I would also like to note that there has never been posted signage in the alley indicating that parking was prohibited. Residents, including myself, have relied on this long-standing practice in good faith.

I recently received a citation under Municipal Code 10.32.220, which has made daily parking significantly more difficult.

This issue is especially serious for me due to a personal safety concern. On December 18, 2025, I was robbed at gunpoint at GARMAR PLAZA, located approximately 0.9 miles from my residence. Since that incident, having access to parking close to my home—particularly during late hours—has become critically important for my safety and peace of mind.

Without the ability to park near my garage:
- I am often forced to park farther away and walk at night
- My personal safety is put at increased risk
- The already limited neighborhood parking becomes more strained
- Daily routines are disrupted

I respectfully ask that the City review this situation and consider whether a reasonable residential accommodation for alley parking can be made based on the actual conditions and safety concerns affecting residents.

Thank you for your time and consideration.

Sincerely,

Julian Berdeguez

[redacted]





RESIDENTS
211 - 221 S MAPLE AVE
MONTEBELLO CA 90640

April 22, 2026

CITY OF MONTEBELLO
PLANNING & COMMUNITY DEVELOPMENT / PARKING ENFORCEMENT
1600 W BEVERLY BLVD.
MONTEBELLO, CA 90640
JPalombi@montebelloca.gov / (323) 887-1478
parkingenforcement@montebelloca.gov / (323) 887 - 1200 EXT 1399

Subject: Request for Residential Parking Accommodation - Alley Access

To the City of Montebello Planning & Community Services Department / Parking Enforcement Division,

We, the undersigned residents and property owners, respectfully request that the City of Montebello review and modify parking restrictions in the rear alley serving our residential buildings.

For many years, residents have safely and routinely parked in front of their garages in this alley without obstructing access or emergency services. Recent enforcement of Municipal Code 10.32.220 (no parking except loading/unloading) has created a severe parking shortage and hardship for the community.

There is insufficient street parking in the surrounding area to accommodate the number of residents who rely on this alley for access to their homes.

We ask the City to consider:

- Allowing residential parking in the alley
- Conducting a site evaluation for practical solutions

We are committed to working with the City to ensure safety while also addressing the real parking needs of residents.

Request for Parking Accommodation Due to Medical Conditions

To the City of Montebello Planning & Community Services Department / Parking Enforcement Division,

My name is Diane Medina. I live at 209 1/2 S. Maple Avenue, Montebello, California 90640, and I have been here for approximately 20 years.

I am 72 years old and live with several serious health conditions including heart disease, COPD, asthma, vertigo, and neuropathy. I depend on IHSS caregivers for daily support.

Caregivers come and go throughout the day, and having access to nearby parking is essential for my care.

When street parking is not available, the alley has traditionally been used by residents to park in front of garages without issue or signage indicating restrictions.

Now, enforcement has made it harder for caregivers to access my home in a timely manner.

- Delays in caregiver assistance
- Difficulty managing medical needs
- Reduced safety due to mobility limitations

Sincerely,

Diane Medina

[redacted]

Parking Accommodation Request for Medical Care Access

To the City of Montebello Planning & Community Services Department / Parking Enforcement Division,

My name is Vanessa Becerra, and I live at 211 S. Maple Avenue, Montebello, California 90640. My family has lived here for approximately 25 years.

I am the primary caregiver for my mother, Jessie Gandara, who is 89 years old and bed bound. She requires around-the-clock care.

Caregivers, nurses, and physical therapists regularly visit the home, and it is essential that they are able to park nearby for timely access.

Residents have historically used the alley in front of garage spaces for parking when street parking is unavailable, without posted signage prohibiting it.

The loss of this parking access creates:

- Delays in caregiver arrival
- Difficulty providing medical care
- Reduced reliability of home health visits

Sincerely,

Vanessa Becerra

[redacted]

Parking Hardship and Safety Concerns for Late Night Work

To the City of Montebello Planning & Community Services Department / Parking Enforcement Division,

I am Raquel Rojas, living at 209 South Maple Avenue, Montebello, California 90640, where I have resided for approximately two years.

I work as a veterinary technician at an emergency hospital, and my shifts often end very late at night. I frequently arrive home at 1:00 a.m., 2:00 a.m., or later.

The recent enforcement of alley parking restrictions has made returning home after these shifts more difficult. I previously relied on parking in front of my garage in the alley when street parking was unavailable.

There are no posted signs indicating parking is prohibited, and this has been a long-standing practice among residents.

Now, with citations being issued, I am often forced to park far away and walk alone late at night.

As a woman returning home after overnight emergency shifts, this has created a serious safety concern.

- Walking alone from distant parking late at night
- Increased vulnerability during early morning hours
- Stress after long emergency hospital shifts
- Reduced safety when returning home

Sincerely,

Raquel Rojas

[redacted]

Good evening Mayor and Council Members,

First, I want to thank the City and staff for the work that goes into securing and distributing these federal funds. I know these decisions are not easy, and I appreciate the effort to improve our community.

I did want to respectfully ask for some clarification regarding the proposed allocation of over $204,000 in CDBG funding toward the Historic Preservation Rehab Project for the Montebello Woman's Club.

I want to be very clear — this is not meant as an attack on the Woman's Club or the value of preserving local history. Historic buildings matter, and organizations that serve the community deserve recognition. My questions are simply about transparency, prioritization, and accountability.

When residents see public funds being directed toward a privately owned property, I think it naturally raises questions. Many people in our community are struggling with important everyday needs, so residents deserve to understand how this project was prioritized over other possible community investments.

For example, Heart of Compassion directly serves more than 3,200 families every week and distributed over 14 million meals in 2025 alone. That level of direct community impact is significant, and I think residents naturally wonder how funding priorities are being evaluated.

What specific public benefit is expected from this allocation? How often is this facility available for public use, and what criteria were used to determine that this project should receive over $200,000?

I would also respectfully like to ask who will be responsible for administering and monitoring the spending of these funds to ensure they are used properly, transparently, and according to all applicable guidelines.

Again, I ask these questions respectfully and simply in the interest of transparency and accountability for public funds.

Thank you for your time.

L. Nicklas

L. Nicklas

Close ×

Print View Accessible View 11 / 485

Proposed Project Funding	Funding Source	Proposed FY 2026-2027
Housing Rights Center*	CDBG - Admin	$20,000.00
CDBG Program Administration	CDBG - Admin	$102,493.40
Heart of Compassion Food Distribution	CDBG	$55,000.00
Youth Employment Program	CDBG	$36,870.05
Hazmat/Fire Emergency Equipment (Fire Department)	CDBG	$54,000.00

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CITY COUNCIL AGENDA REPORT - MEETING OF MAY 13, 2026
Page 4 of 4

Historic Preservation Rehab Project (Montebello Woman's Club)	CDBG	$204,103.55
Community Wellness Center Improvements (Adventist Health)	CDBG	$140,000.00
HOME Program Administration	HOME	$133,509.69
Housing Rehabilitation Grant Program	HOME	$500,000.00
CHDO Acquisition & New Construction	HOME	$701,587.27

*The $20,000 for the Housing Rights Center counts towards the 20% cap for allowed administrative expenses.

Charlemos

2. Nicklas

	Description	Specialized HazMat and EMS Equipment for emergency response, including identification, containment, decontamination, and medical support.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Citywide Benefit
	Location Description	Fire Station 56 located at 1166 S Greenwood Ave, Montebello, CA 90640
	Planned Activities	
6	**Project Name**	CDBG: HISTORIC PRESERVATION- MONTEBELLO WOMAN'S CLUB
	Target Area	Citywide
	Goals Supported	Public Facilities and Infrastructure Improvement
	Needs Addressed	Public Facilities and Infrastructure Improvement
	Funding	CDBG: $204,103.55
	Description	The preservation and restoration of a privately owned property that is a non-profit. Funds are for rehabilitating, restoring or preserving the property.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Citywide
	Location Description	201 S. Park Avenue. Montebello, CA 90640
	Planned Activities	Historic Preservation- Rehabilitating, restoring or preserving property.
7	**Project Name**	CDBG: AHWM MONTEBELLO COMMUNITY WELL-BEING CENTER RENOVATION
	Target Area	Citywide
	Goals Supported	Public Facilities and Infrastructure Improvement

ITEM # 27

PAYMENT OF BILLS: ADOPT RESOLUTION NO. 26-34 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED MAY 27, 2026

RESOLUTION NO 26-34
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING AND ALLOWING CERTAIN CLAIMS AND DEMANDS

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:

SECTION 1. That the reference is hereby made to that certain Register of Audited Demand No.1612, consisting of 7 pages, and including:

Warrant No.

General: Check No. 610971 through 611113
ACH No. 10993 through 11107

On file in the office of the City Clerk, the same having been audited and approved by the Assistant Director of Finance as required by law.

SECTION 2. That the said City Council having examined each such demand does hereby approve and direct the payment of same, as set forth in said Register, except the following Warrant No.

_____

_____

_____

SECTION 3. That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED ON THIS 27th OF MAY 2026.

_____
Georgina Tamayo, Mayor

ATTEST: **APPROVED AS TO FORM:**

_____ _____
Christopher Jimenez, City Clerk Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 26-34 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 27th day of May 2026 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full, and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

_____
Christopher Jimenez, City Clerk

- Exhibit A – Warrant Register

City of Montebello
Register of Demands No. 1612
From Payment Date 05/01/26 - To Payment Date 05/14/26

WARRANT#	DATE	AMOUNT	ACCOUNT	DESCRIPTION		VENDOR NAME
10993	03/31/2026	$1,594.04		TRAINING	3163	BANK OF AMERICA
10994	01/31/2026	$6,292.57		TRAVEL & MEETINGS	3163	BANK OF AMERICA
10995	01/31/2026	$2,450.46		SUPPLIES	3163	BANK OF AMERICA
10996	03/31/2026	$277.76		SUPPLIES	3163	BANK OF AMERICA
10997	12/31/2025	$3,584.19		SUPPLIES	3163	BANK OF AMERICA
10998	02/28/2026	$3,353.71		MAIL/ POSTAL EXPENSE	3163	BANK OF AMERICA
10999	03/31/2026	$80.00		VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
11000	03/31/2026	$2,380.99		SUPPLIES	3163	BANK OF AMERICA
11001	02/28/2026	$17,735.12		TRAVEL & MEETINGS	3163	BANK OF AMERICA
11002	03/31/2026	$3,112.72		SUPPLIES	3163	BANK OF AMERICA
11003	03/31/2026	$628.73		SUPPLIES	3163	BANK OF AMERICA
11004	05/07/2026	$800.00		ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC
11005	05/07/2026	$10,932.92		CONTRACT SERVICES	4773	A&D SIGNS CORP
11006	05/07/2026	$560.18		UNIFORM EXPENSE	20350	ALLSTAR FIRE EQUIPMENT INC
11007	05/07/2026	$75,372.77		CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
11008	05/07/2026	$565.87		SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
11009	05/07/2026	$253.62		SUPPLIES	62880	AMERICAN MARKER
11010	05/07/2026	$4,303.82		VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
11011	05/07/2026	$97,314.73		CONTRACT SERVICES	3016	ANTARES GOLF LLC
11012	05/07/2026	$574,203.55		CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES
11013	05/07/2026	$500.00		MACHINERY & EQUIPMENTS	72	COGRAN SYSTEMS LLC
11014	05/07/2026	$6,860.35		CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
11015	05/07/2026	$725.00		CONTRACT SERVICES	3285	DIANA E RAMIREZ DBA RAPID LEGAL CENTER
11016	05/07/2026	$1,552.64		TRAINING	3560	ENTENMANN-ROVIN CO
11017	05/07/2026	$35.70		CONTRACT SERVICES	23660	DAIOHS USA
11018	05/07/2026	$1,942.92		CONTRACT SERVICES	71920	TOYETTA L BEUKES APNC
11019	05/07/2026	$468.09		SUPPLIES	2059	HASA INC
11020	05/07/2026	$4,493.87		CONTRACT SERVICES	46870	HDL COREN & CONE
11021	05/07/2026	$46,853.23		COPIER REPAIR/SERVICES	2793	IBE DIGITAL
11022	05/07/2026	$36,150.45		CONTRACT SERVICES	3490	INTER-CON SECUIRTY SYSTEMS INC
11023	05/07/2026	$2,133.59		SUPPLIES	26670	LIFE-ASSIST INC
11024	05/07/2026	$6,718.51		ADVERTISING/PRINTING SERVICES	4162	MCGREGOR SHOTT, INC.
11025	05/07/2026	$163,415.58		CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
11026	05/07/2026	$341.48		UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
11027	05/07/2026	$59,272.91		BUILDING IMPROVEMENTS	31270	STARBOARD TACK SUPPLY INC
11028	05/07/2026	$896.80		SUPPLIES	45120	ULINE INC
11029	05/07/2026	$458.48		CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
11030	05/07/2026	$3,062.50		CONTRACT SERVICES	47600	VORTEX INDUSTRIES LLC

City of Montebello
Register of Demands No. 1612
From Payment Date 05/01/26 - To Payment Date 05/14/26

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION		VENDOR NAME
11031	05/07/2026	$185.13	SUPPLIES	19070	WALTERS WHOLESALE ELECTRIC CO
11032	05/07/2026	$1,164.23	SUPPLIES	3088	WAXIE SANITARY SUPPLY
11033	01/31/2026	$7,811.39	SUPPLIES	3163	BANK OF AMERICA
11034	02/28/2026	$2,010.88	SUPPLIES	3163	BANK OF AMERICA
11035	03/31/2026	$5,681.52	TRAVEL & MEETINGS	3163	BANK OF AMERICA
11036	03/31/2026	$2,044.67	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
11037	02/28/2026	$7,240.84	SUPPLIES	3163	BANK OF AMERICA
11038	02/28/2026	$1,250.00	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
11039	03/31/2026	$144.00	SUPPLIES	3163	BANK OF AMERICA
11040	03/31/2026	$584.70	TRAINING	3163	BANK OF AMERICA
11041	03/31/2026	$553.51	TRAINING	3163	BANK OF AMERICA
11042	02/28/2026	$4,704.14	SUPPLIES	3163	BANK OF AMERICA
11043	03/31/2026	$43.67	TRAVEL & MEETINGS	3163	BANK OF AMERICA
11044	10/31/2025	$209.35	SUPPLIES	3163	BANK OF AMERICA
11045	01/31/2026	$1,419.53	TRAINING	3163	BANK OF AMERICA
11046	01/31/2026	$867.82	SUPPLIES	3163	BANK OF AMERICA
11047	03/31/2026	$964.13	SUPPLIES	3163	BANK OF AMERICA
11048	04/30/2026	$331.31	TRAINING	3163	BANK OF AMERICA
11049	04/30/2026	$625.92	SUPPLIES	3163	BANK OF AMERICA
11050	03/31/2026	$578.17	SUPPLIES	3163	BANK OF AMERICA
11051	04/30/2026	$97.25	SUPPLIES	3163	BANK OF AMERICA
11052	02/28/2026	$3,442.93	TRAINING	3163	BANK OF AMERICA
11053	03/31/2026	$106.01	FUEL	3163	BANK OF AMERICA
11054	04/30/2026	$1,887.01	TRAINING	3163	BANK OF AMERICA
11055	10/31/2025	$4,356.74	MISCELLANEOUS EXPENSE	3163	BANK OF AMERICA
11056	03/31/2026	$2,520.74	TRAINING	3163	BANK OF AMERICA
11057	04/30/2026	$153.93	SUPPLIES	3163	BANK OF AMERICA
11058	03/31/2026	$8,911.74	SUPPLIES	3163	BANK OF AMERICA
11059	04/30/2026	$436.89	SUPPLIES	3163	BANK OF AMERICA
11060	02/28/2026	$270.00	TRAINING	3163	BANK OF AMERICA
11061	01/31/2026	$2,434.64	TRAVEL & MEETINGS	3163	BANK OF AMERICA
11062	03/31/2026	$3,785.14	TRAVEL & MEETINGS	3163	BANK OF AMERICA
11063	04/30/2026	$342.94	TRAVEL & MEETINGS	3163	BANK OF AMERICA
11064	04/30/2026	$553.00	TRAINING	3163	BANK OF AMERICA
11065	02/28/2026	$643.84	SUPPLIES	3163	BANK OF AMERICA
11066	12/31/2025	$1,042.52	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
11067	01/31/2026	$165.00	UTILITY SERVICES	3163	BANK OF AMERICA
11068	12/31/2025	$4,945.82	SUPPLIES	3163	BANK OF AMERICA
11069	11/30/2025	$1,206.00	SUPPLIES	3163	BANK OF AMERICA
11070	12/31/2025	$344.01	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA

City of Montebello
Register of Demands No. 1612
From Payment Date 05/01/26 - To Payment Date 05/14/26

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION		VENDOR NAME
11071	05/12/2026	$13,209.00	FRINGE BENEFITS	71070	STATE OF CALIF - EMPLOYMENT DEVELOPMENT DEPT
11072	05/14/2026	$5,268.64	ADVERTISING/PRINTING SERVICES	2689	ACRO PRINTING INC
11073	05/14/2026	$36,460.93	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
11074	05/14/2026	$72.93	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
11075	05/14/2026	$46,261.22	CONTRACT SERVICES	74870	AVAIL TECHNOLOGIES INC
11076	05/14/2026	$167.00	CONTRACT SERVICES	5005	CLARISSA CERDA
11077	05/14/2026	$6,869.12	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
11078	05/14/2026	$3,105.40	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
11079	05/14/2026	$1,087.04	CONTRACT SERVICES	3982	EVERNORTH CARE SOLUTIONS, INC.
11080	05/14/2026	$964.76	SUPPLIES	2059	HASA INC
11081	05/14/2026	$27,804.00	CONTRACT SERVICES	4845	INFRASTRUCTURE ARCHITECTS, INC
11082	05/14/2026	$410,257.50	CONTRACT SERVICES	5160	J & A ENGINEERING CORPORATION
11083	05/14/2026	$12,500.00	CONTRACT SERVICES	4931	LINCOLN CONCEPTS
11084	05/14/2026	$2,880.00	CONTRACT SERVICES	11070	LPM CONSULTING INC
11085	05/14/2026	$365.75	CONTRACT SERVICES	3276	MARK ROBERT LOPEZ
11086	05/14/2026	$6,615.00	CONTRACT SERVICES	19040	MUNICIPAL CONTRACT ADMINISTRATORS INC
11087	05/14/2026	$9,380.63	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS INC
11088	05/14/2026	$853.00	CONTRACT SERVICES	19250	N/S CORPORATION
11089	05/14/2026	$576.60	CONTRACT SERVICES	53120	NATIONAL CONSTRUCTION RENTALS
11090	05/14/2026	$7,959.60	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
11091	05/14/2026	$47,539.80	CONTRACT SERVICES	42180	PCAM LLC DBA PARKING COMPANY OF AMERICA
11092	05/14/2026	$770.77	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
11093	05/14/2026	$20,000.00	CONTRACT SERVICES	61050	REDFLEX TRAFFIC SYSTEMS
11094	05/14/2026	$945.10	ADVERTISING/PRINTING SERVICES	2594	THE SAUCE CREATIVE SERVICES CORP
11095	05/14/2026	$117.88	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
11096	05/14/2026	$584.95	TRAVEL & MEETINGS	3610	SARBJEET SINGH
11097	05/14/2026	$19,580.14	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
11098	05/14/2026	$15,852.00	CONTRACT SERVICES	3602	THE PUN GROUP LLP
11099	05/14/2026	$98,316.08	IMPROVEMENTS OTHER THAN BUILDING - PAVING THE WAY	5014	TORO ENTERPRISES INC.
11100	05/14/2026	$625.00	RETIREMENT	27300	ROBERT C TUFANO
11101	05/14/2026	$10,050.65	SUPPLIES	45120	ULINE INC
11102	05/14/2026	$175.50	CONTRACT SERVICES	4943	UNET DANCE STUDIO LLC
11103	05/14/2026	$31.66	SUPPLIES	9470	W W GRAINGER INC DBA: GRAINGER
11104	05/14/2026	$655.65	SUPPLIES	19070	WALTERS WHOLESALE ELECTRIC CO
11105	05/14/2026	$269.49	SUPPLIES	3088	WAXIE SANITARY SUPPLY
11106	05/14/2026	$285.00	CONTRACT SERVICES	2865	WEBSTERS BEE REMOVAL SERVICES
11107	05/14/2026	$959.00	CONTRACT SERVICES	328	WRITER ANNE COMMUNICATIONS
	ACH TOTAL	**$2,027,157.70**			

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WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION		VENDOR NAME
610971	05/06/2026	$87.91	MACHINERY & EQUIPMENTS	4765	JCB SOUTHERN CALIFORNIA, LLC
610972	05/06/2026	$2,190.44	MACHINERY & EQUIPMENTS	4765	JCB SOUTHERN CALIFORNIA, LLC
610973	05/07/2026	$225.00	CONTRACT SERVICES	1674	1st JON INC
610974	05/07/2026	$23,885.77	ADVERTISING/PRINTING SERVICES	5020	4AP HOLDINGS INC. DBA 4ALLPROMOS
610975	05/07/2026	$3,599.40	CONTRACT SERVICES	4686	A.O. REED & CO LLC
610976	05/07/2026	$4,166.66	CONTRACT SERVICES	3557	ADVOCATE INC
610977	05/07/2026	$450.00	CONTRACT SERVICES	1287	ALTA LANGUAGE SERVICES INC
610978	05/07/2026	$80.00	GENERAL GOVERNMENT	5435	JENILLE AMERMAN-ROA
610979	05/07/2026	$380.75	CONTRACT SERVICES	4365	ANDREW ARTHUR GARCIA
610980	05/07/2026	$70.00	POLICE RELATED FEES	5439	YOON BANG
610981	05/07/2026	$250.00	GENERAL GOVERNMENT	3653	DULCE BELTRAN
610982	05/07/2026	$25,582.69	SUPPLIES	5382	BLUEBERRY INK CORPORATION
610983	05/07/2026	$1,116.00	DUES & SUBSCRIPTIONS	68300	CALIFORNIA BUILDING STANDARDS COMMISSION
610984	05/07/2026	$225.00	PERMITS AND FEES	28120	STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS
610985	05/07/2026	$357.17	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
610986	05/07/2026	$2,840.00	CONTRACT SERVICES	5275	CHARLES C REGAN, INC. DBA REGAN PAVING
610987	05/07/2026	$215.38	CONTRACT SERVICES	4694	CRISTINA GARCIA
610988	05/07/2026	$6,281.64	DUES & SUBSCRIPTIONS	31150	DEPARTMENT OF CONSERVATION
610989	05/07/2026	$402.63	CONTRACT SERVICES	3334	EAGLE PORTABLES SANITATION LLC
610990	05/07/2026	$5,737.20	MACHINERY & EQUIPMENTS	4835	FASTER ASSET SOLUTIONS
610991	05/07/2026	$254.16	CONTRACT SERVICES	5256	FLOWATER, INC.
610992	05/07/2026	$116.14	UNIFORM EXPENSE	55650	GALLS LLC
610993	05/07/2026	$70.00	POLICE RELATED FEES	5438	GENESIS GARCIA
610994	05/07/2026	$51.69	SUPPLIES	3350	GARVEY EQUIPMENT COMPANY
610995	05/07/2026	$1,361.91	SUPPLIES	5340	GAT INTERNATIONAL
610996	05/07/2026	$70.00	POLICE RELATED FEES	5441	GUILLERMO ROBERTO GUZMAN
610997	05/07/2026	$140.00	GENERAL GOVERNMENT	5431	RAYLENE HERNANDEZ
610998	05/07/2026	$140.00	POLICE RELATED FEES	5440	JOHN E. HERRERA
610999	05/07/2026	$33,138.00	BUILDING IMPROVEMENTS	4196	HERRERAS COATING RESTORACION INC
611000	05/07/2026	$21,902.00	MACHINERY & EQUIPMENTS	5388	HOWARD INDUSTRIES, INC. DBA HOWARD TECHNOLOGY SOLUTIONS
611001	05/07/2026	$2,361.46	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
611002	05/07/2026	$5,879.52	MACHINERY & EQUIPMENTS	2763	INSIGHT PUBLIC SECTOR INC
611003	05/07/2026	$3,823.96	MACHINERY & EQUIPMENTS	4765	JCB SOUTHERN CALIFORNIA, LLC
611004	05/07/2026	$18,487.50	PERMITS AND FEES	692	LOS ANGELES COUNTY SUPERIOR COURT
611005	05/07/2026	$1,213.40	CONTRACT SERVICES	934	MISSION COMMUNICATIONS LLC
611006	05/07/2026	$14,055.09	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO
611007	05/07/2026	$2,940.00	CONTRACT SERVICES	3049	MUNISERVICES LLC
611008	05/07/2026	$5,486.01	SAFETY PROGRAM	5402	MUVZ, INC. DBA TRAFFIC SAFETY STORE
611009	05/07/2026	$140.00	POLICE RELATED FEES	5443	MARIO S. NARANJO
611010	05/07/2026	$700.41	SUPPLIES	1474	NATIONAL TRENCH SAFETY INC

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WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION		VENDOR NAME
611011	05/07/2026	$950.00	CONTRACT SERVICES	23340	ORANGE COUNTY TANK TESTING INC
611012	05/07/2026	$250.00	GENERAL GOVERNMENT	5430	SONIA RIVERA
611013	05/07/2026	$1,600.00	CONTRACT SERVICES	3896	ROBERT J ORTIZ
611014	05/07/2026	$8,880.88	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
611015	05/07/2026	$70.00	POLICE RELATED FEES	5442	ROBERT SANCHEZ
611016	05/07/2026	$2,762.00	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
611017	05/07/2026	$1,385.00	CONTRACT SERVICES	4173	SHIELD PEST MANAGEMENT LLC
611018	05/07/2026	$487.30	CONTRACT SERVICES	5436	HILDA MARICELY SOLARES DBA FANTASY FLOWER & GIFTS
611019	05/07/2026	$6,095.04	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
611020	05/07/2026	$37,552.31	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
611021	05/07/2026	$425.00	CONTRACT SERVICES	4520	STARBIANO LLC
611022	05/07/2026	$34,528.43	FUEL INVENTORY	4844	THE JANKOVICH COMPANY LLC
611023	05/07/2026	$228.90	MACHINERY & EQUIPMENTS	41430	THOMSON REUTERS - WEST
611024	05/07/2026	$4,860.00	BUILDING IMPROVEMENTS	5358	TOILET PARTITIONS EXPERTS, INC.
611025	05/07/2026	$10,500.00	MACHINERY & EQUIPMENTS	4924	TRAFFIC LOGIX CORPORTATION
611026	05/07/2026	$300.00	CONTRACT SERVICES	387	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC
611027	05/07/2026	$70.00	POLICE RELATED FEES	5444	PEDRO URBINA
611028	05/07/2026	$6,248.99	UTILITY SERVICES	23610	VERIZON WIRELESS
611029	05/07/2026	$56.87	SUPPLIES	4593	VESTIS GROUP INC
611030	05/07/2026	$1,882.00	MACHINERY & EQUIPMENTS	3999	VRC COMPANIES LLC
611031	05/07/2026	$800.00	CONTRACT SERVICES	3323	WASHINGTON CONSULTING GROUP LLC
611032	05/07/2026	$1,685.65	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
611033	05/07/2026	$8,613.08	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
611034	05/07/2026	$510.47	SUPPLIES	67320	WINZER
611035	05/07/2026	$6,260.00	BUILDING IMPROVEMENTS	2857	WOLVERINE FENCE COMPANY INC
611036	05/07/2026	$38,279.26	CONTRACT SERVICES	3731	YUNEX LLC
611037	05/07/2026	$11,302.51	SUPPLIES	26850	ZUMAR INDUSTRIES INC
611038	05/14/2026	$9,255.69	CONTRACT SERVICES	4686	A.O. REED & CO LLC
611039	05/14/2026	$2,930.00	CONTRACT SERVICES	5377	AGILE OCCUPATIONAL MEDICINE, PC
611040	05/14/2026	$3,099,485.67	IMPROVEMENTS OTHER THAN BUILDING	199	ALL AMERICAN ASPHALT
611041	05/14/2026	$6,720.00	CONTRACT SERVICES	69480	ALLTECH INDUSTRIES INC
611042	05/14/2026	$694,830.04	IMPROVEMENTS OTHER THAN BUILDING	5368	AM SIGNAL, LLC
611043	05/14/2026	$1,500.00	CONTRACT SERVICES	5453	JOSIAH ARNOLD DBA APEX TRAINING SOLUTIONS
611044	05/14/2026	$2,344.67	UTILITY SERVICES	39550	AT&T
611045	05/14/2026	$4.46	UTILITY SERVICES	39550	AT&T
611046	05/14/2026	$55.00	UTILITY SERVICES	1732	AT&T CORP
611047	05/14/2026	$101.22	UTILITY SERVICES	5420	AT&T MOBILITY
611048	05/14/2026	$958.12	CONTRACT SERVICES	4381	CALIFORNIA COMMERCE CLUB INC
611049	05/14/2026	$13,640.75	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
611050	05/14/2026	$181.25	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS

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WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION		VENDOR NAME
611051	05/14/2026	$8,280.31	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
611052	05/14/2026	$19,114.78	PREVENTIVE MAINTENANCE	1294	CINTAS CORPORATION NO 2
611053	05/14/2026	$2,127.00	RETIREMENT	3128	CITY OF BELL GARDENS
611054	05/14/2026	$27.64	UTILITY SERVICES	36610	CITY OF PICO RIVERA
611055	05/14/2026	$16,279.27	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
611056	05/14/2026	$333.35	SUPPLIES	4579	COLORSCAPE GRAPHICS
611057	05/14/2026	$8,500.00	MACHINERY & EQUIPMENTS	5418	CONEX DEPOT CORPORATION
611058	05/14/2026	$688.00	CONTRACT SERVICES	4174	COSTAR REALTY INFORMATION INC
611059	05/14/2026	$8,559.80	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
611060	05/14/2026	$750.70	VEHICLE MAINTENANCE/EXPENSES	4419	DARTCO TRANSMISSION SALES & SERVICES INC
611061	05/14/2026	$130.05	UTILITY SERVICES	4829	DISH NETWORK LLC
611062	05/14/2026	$7,214.25	CONTRACT SERVICES	3334	EAGLE PORTABLES SANITATION LLC
611063	05/14/2026	$1,920.00	VEHICLE MAINTENANCE/EXPENSES	3823	EUROFINS TESTOIL, INC.
611064	05/14/2026	$4,283.46	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
611065	05/14/2026	$1,811.50	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
611066	05/14/2026	$11,985.00	CONTRACT SERVICES	4478	G&J NEON SIGNS INC
611067	05/14/2026	$3,048.48	VEHICLE MAINTENANCE/EXPENSES	75590	ALHAMBRA MOTOR
611068	05/14/2026	$27,356.50	CONTRACT SERVICES	3716	KOA CORPORATION
611069	05/14/2026	$5,230.00	CONTRACT SERVICES	5065	LAW OFFICES OF ANGEL HO INC.
611070	05/14/2026	$1,240.00	CONTRACT SERVICES	109	LEAD TECH ENVIRONMENTAL
611071	05/14/2026	$56,000.14	CONTRACT SERVICES	1886	LINCOLN TRAINING CENTER AND REHABILITATION WORKSHOP
611072	05/14/2026	$5,674.93	CONTRACT SERVICES	4355	LM INVESTIGATIONS LLC
611073	05/14/2026	$486.50	CONTRACT SERVICES	41180	MANUEL NUNEZ
611074	05/14/2026	$956.25	CONTRACT SERVICES	40850	MARIA E CASAS
611075	05/14/2026	$55,977.85	CONTRACT SERVICES	2144	MARIPOSA LANDSCAPES INC
611076	05/14/2026	$50.00	PARKS AND RECREATION	5458	HANNAH MENDOZA
611077	05/14/2026	$48,902.21	AFLAC OTHER	4336	METROPOLITAN LIFE INSURANCE COMPANY
611078	05/14/2026	$15,180.00	CONTRACT SERVICES	5419	NARC DESTROYER, LLC DBA GAIACA
611079	05/14/2026	$290.35	SUPPLIES	15620	OFFICE DEPOT INC
611080	05/14/2026	$51,805.00	VEHICLE PURCHASES	4864	OLATHE FORD SALES INC DBA OLATHE FORD LINCOLN
611081	05/14/2026	$10,300.00	SUPPLIES	42590	ORTCO INC
611082	05/14/2026	$60.00	GENERAL GOVERNMENT	5454	KIMBERLY M. PARGA
611083	05/14/2026	$551.66	RETIREMENT	42490	LINDA PAYAN
611084	05/14/2026	$83,836.00	CONTRACT SERVICES	5233	PlayCore Wisconsin, Inc. DBA GameTime
611085	05/14/2026	$900.00	TRAINING	979	PRADO FAMILY SHOOTING RANGE
611086	05/14/2026	$450.00	CONTRACT SERVICES	134	RHM APPRAISAL SERVICES
611087	05/14/2026	$356.00	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
611088	05/14/2026	$1,161.00	TRAINING	35750	STEPHEN SHARPE
611089	05/14/2026	$8,000.00	MACHINERY & EQUIPMENTS	3583	SHOCKWAVE ELECTRIC INC
611090	05/14/2026	$1,149.36	MACHINERY & EQUIPMENTS	5283	SMARSH, INC.

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611091	05/14/2026	$172.49	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
611092	05/14/2026	$119,768.76	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
611093	05/14/2026	$39,204.64	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO
611094	05/14/2026	$1,146.86	CONTRACT SERVICES	3762	SUPERIOR PROTECTION SERVICES CA INC
611095	05/14/2026	$603.19	TRAINING	4788	YEN SY
611096	05/14/2026	$19,538.15	UTILITY SERVICES	526	T-MOBILE USA INC
611097	05/14/2026	$198.00	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
611098	05/14/2026	$3,348.08	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
611099	05/14/2026	$2,100.00	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
611100	05/14/2026	$36,238.68	FUEL INVENTORY	4844	THE JANKOVICH COMPANY LLC
611101	05/14/2026	$10,426.00	BUILDING IMPROVEMENTS	5358	TOILET PARTITIONS EXPERTS, INC.
611102	05/14/2026	$81,511.09	CONTRACT SERVICES	1639	TRANSTECH ENGINEERS INC
611103	05/14/2026	$5,381.47	CONTRACT SERVICES	5322	TURBO DATA SYSTEMS, INC.
611104	05/14/2026	$6,280.00	CONTRACT SERVICES	1166	TURF TEAM INC
611105	05/14/2026	$53,522.16	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP
611106	05/14/2026	$62,133.06	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP DBA ALLIED UNIVERSAL
611107	05/14/2026	$9,071.89	COPIER REPAIR/SERVICES	2747	US BANK EQUIPMENT FINANCE
611108	05/14/2026	$2,586.47	UTILITY SERVICES	72570	US TELEPACIFIC CORP
611109	05/14/2026	$3,032.12	SUPPLIES	5398	VALLEY ATHLETIC FIELD SOLUTIONS, INC. DBA VALLEY ATHLETICS
611110	05/14/2026	$56.87	SUPPLIES	4593	VESTIS GROUP INC
611111	05/14/2026	$115,000.00	MACHINERY & EQUIPMENTS	5279	VIAVI SOLUTIONS, INC.
611112	05/14/2026	$49,000.00	MACHINERY & EQUIPMENTS	2816	ZENCITY TECHNOLOGIES US INC
611113	05/14/2026	$9,422.41	SUPPLIES	26850	ZUMAR INDUSTRIES INC
	CHECK TOTAL	**$5,309,775.18**			

GRAND TOTAL	**$7,336,932.88**

EXHIBIT

CITY OF MONTEBELLO FORECASTED AGENDA

NOTE: The attached exhibit is a draft version that is to be used for reference purposes only; agenda items, information, and dates are subject to change. The exhibit will be placed at the end of the Agenda Packet.

City Council Forecasted Agenda Calendar - June

June 10, 2026 - Regular City Council Meeting

Item #	Description	Session	Department	Presenter
	Citizen of the Month -	Presentation	Public Affairs	David S.
	Proclamation for Lesbian/Gay Bisexual/Transgender/ Queer (LGBTQ) Pride Month	Presentation	Public Affairs	David S.
	Proclamation for Juneteenth- Freedom Day	Presentation	Public Affairs	David S.
	Proclamation for Post-Traumatic Stress Disorder Awareness Month	Presentation	Public Affairs	David S.
	Proclamation for National Scleroderma Awareness Month	Presentation	Public Affairs	David S.
	Proclamation for National Gun Violence Awareness Day	Presentation	Public Affairs	David S.
	COR - Cal Water Celebrating 100 Years	Presentation	Admin	Raul A.
	Adventist Health White Memorial Montebello Update/ Introduction to new Hospital President	Presentation	Admin	Raul A.
	Notice of Completion – CP 888 Paving the Way (Montebello Paving the Way)	Consent	Public Works	Cesar Roldan
	Authorize Issuing Request for Proposal No. 26-XX for Red Light Camera Services	Consent	Police	Chief Lopez
	Authorize Issuing Request for Proposals No. 26-XX for Crossing Guard Services	Consent	Police	Chief Lopez
	Minutes	Consent.	Admin	Kimberly G.
	Reso No. ___ Warrant Register	Consent.	Finance	Michael S.