CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING

WEDNESDAY, JUNE 24, 2026 AT 7:00 PM

TELECONFERENCE LOCATION FOR MAYOR PRO TEM ROMERO:
6131 WEST SEEGER COURT
VISALIA, CA 93277

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. ***Regular Session will begin at 7:00 p.m.***

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

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

OPENING CEREMONIES

CALL TO ORDER - 7:00 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 - NONE

REGULAR SESSION - 7:00 P.M.

CLOSED SESSION REPORT - NONE

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA - CITY MANAGER

CEREMONIAL ITEMS/PRESENTATIONS

1. **ADMINISTRATION OF OATH OF OFFICE - KALINA FIERRO, YOUTH AND EDUCATION COMMISSIONER**
2. **SCHURR HIGH SCHOOL TRANSIT CLUB PRESENTATION AND SCHOLARSHIP AWARDS**

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

3. ADOPT RESOLUTION NO. 26-39 CONFIRMING THE FISCAL YEAR 2026–27 ENGINEER'S REPORT FOR THE ANNUAL NATASHA LANE LANDSCAPE ASSESSMENT DISTRICT NO. 2005-1 AND LEVYING SUCH ASSESSMENTS

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a Public Hearing and adopt Resolution No. 26-39 (Attachment A) confirming the Fiscal Year 2026-27 Engineer's Report (Attachment B) for the Annual Natasha Lane Landscape Assessment District No. 2005-1; and
2. Authorize the Levying of the Fiscal Year 2026-27 Assessments; and
3. Take such additional, related action that may be desirable.

4. ADOPT RESOLUTION NO. 26-40 CONFIRMING THE ENGINEER'S REPORT AND ASSESSMENT FOR THE NATASHA LANE SEWER AND STORM WATER PUMP STATION ASSESSMENT DISTRICT NO. 2005-2 AND LEVYING ASSESSMENTS ON ASSESSABLE LOTS AND PARCELS OF LAND IN SAID DISTRICT FOR FISCAL YEAR 2026-2027

RECOMMENDATION: It is recommended that the City Council:

1. Conduct the public hearing for the Fiscal Year 2026-27 annual levy of assessments for the Natasha Lane Sewer and Storm Water Pump Station Assessment District No. 2005-2; and
2. Receive and tabulate all assessment ballots submitted pursuant to Article XIII D of the California Constitution (Proposition 218);
3. Determine whether a majority protest exists; and
4. If no majority protest exists, adopt Resolution No. 26-40 (Attachment A) confirming the Engineer's Report and levying assessments on assessable lots and parcels of land within the Natasha Lane Sewer and Storm Water Pump Station Assessment District No. 2005-2 for Fiscal Year 2026-27; or
5. If a majority protest exists, adopt Resolution No. 26-40 (Attachment B – Alternate Resolution) confirming the Engineer's Report and levying assessments on assessable lots and parcels of land within the Natasha Lane Sewer and Storm Water Pump Station Assessment District No. 2005-2 for Fiscal Year 2026-27 in the same amounts and in the same levels as approved and assessed for Fiscal Year 2025-26; and
6. Take such additional, related action that may be desirable.

REGULAR BUSINESS

5. APPROVAL OF AN EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN THE CITY OF MONTEBELLO AND PRIMESTOR DEVELOPMENT, LLC FOR THE POTENTIAL REDEVELOPMENT OF DOWNTOWN MONTEBELLO PROPERTIES

RECOMMENDATION: It is recommended that the City Council:

1. Approve the Exclusive Negotiation Agreement ("ENA") between the City of Montebello and Primestor Development, LLC for the evaluation and potential redevelopment of Downtown Montebello properties; and
2. Authorize the City Manager, or designee, to execute the ENA and any non-substantive administrative modifications approved by the City Attorney; and
3. Take such additional, related, action that may be desirable.

6. APPROVE A RESOLUTION DECLARING THE CITY'S INTENTION TO ESTABLISH THE MONTEBELLO ENHANCED INFRASTRUCTURE FINANCING DISTRICT (EIFD) TO SUPPORT PUBLIC INFRASTRUCTURE AND ECONOMIC DEVELOPMENT INVESTMENTS

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 26-46 declaring the City Council's intention to establish the Montebello Enhanced Infrastructure Financing District (EIFD) pursuant to Government Code Section 53398.50 et seq.; and
2. Establish the proposed boundaries of the Montebello EIFD, as described in the Resolution and accompanying map; and
3. Designate the City Council as the Public Financing Authority (PFA) for purposes of governing the EIFD, consistent with applicable State law; and
4. Direct staff and the City's consultants to prepare an Infrastructure Financing Plan (IFP) identifying eligible public infrastructure improvements, facilities, and financing mechanisms within the EIFD; and
5. Set a public hearing date and direct staff to provide all required notices and undertake all actions necessary to continue the EIFD formation process in accordance with State law; and
6. Authorize the City Manager, or designee, to take such additional actions and execute any documents necessary to implement the City Council's direction regarding the establishment of the Montebello EIFD; and
7. Take such additional and/or related action that may be desirable.

7. ADOPT RESOLUTION NO. 26-52 APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MONTEBELLO AND THE MONTEBELLO POLICE MANAGEMENT ASSOCIATION

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 26-52 approving a Memorandum of Understanding (MOU) between the City of Montebello and the Montebello Police Management Association (MPMA); and
2. Take such additional, related action that may be desirable.

8. ADOPT URGENCY ORDINANCE NO. 2495 ESTABLISHING A TEMPORARY MORATORIUM ON SENATE BILL 79 DEVELOPMENT APPLICATIONS WITHIN THE WASHINGTON BOULEVARD TRANSIT-ORIENTED DEVELOPMENT SPECIFIC PLAN AREA PURSUANT TO GOVERNMENT CODE SECTION 65858

RECOMMENDATION: It is recommended that the City Council:

1. Find that the proposed Urgency Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15061(b)(3) and 15308; and
2. Adopt Urgency Ordinance No. 2495 by a four-fifths vote, pursuant to Government Code Section 65858, establishing a temporary moratorium on the acceptance, processing, and approval of certain transit-oriented development applications within the Washington Boulevard Transit-Oriented Development Specific Plan Area; and
3. Take such additional and/or related action that may be desirable.

9. ADOPT RESOLUTION NO. 26-49, DISRUPTION POLICY AND RESOLUTION NO. 26-50, PUBLIC POSTING BOARD POLICY / MEETING OUTREACH ENACTING BROWN ACT UPDATES PURSUANT TO SENATE BILL 707

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 26-49, a Resolution of the City Council of the City of Montebello adopting Policy No. 26-01, Disruption of Telephonic or Internet Service During Public Meetings, in compliance with Senate Bill 707; and
2. Adopt Resolution No. 26-50, a Resolution of the City Council of the City of Montebello adopting Policy No. 26-02, Public Agenda Translation Posting Board Policy, in compliance with Senate Bill 707; and
3. Receive and file the City Clerk's update regarding implementation of additional Senate Bill 707 requirements, including agenda translation services through Doc Access, public outreach efforts through the Montebello Newsletter, and the establishment of a public agenda translation posting board; and
4. Take such additional, related action that may be desirable.

10. ADOPT RESOLUTION NO. 26-48 APPROVING AN AMENDMENT TO THE 2024 - 2027 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MONTEBELLO AND THE MONTEBELLO POLICE OFFICERS'

ASSOCIATION

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 26-48 approving an Amendment to the Memorandum of Understanding (MOU) between the City of Montebello and Montebello Police Officers' Association (MPOA) effective July 1, 2024, through June 30, 2027, to approve the revised MOU Exhibit A; and
2. 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.

11. AUTHORIZE ISSUING REQUEST FOR PROPOSALS (RFP) NO. 26-16 FOR RED LIGHT CAMERA SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Authorize issuing Request for Proposals (RFP) No. 26-16 for red-light camera services; and
2. Take such additional, related action that may be desirable.

12. AUTHORIZE ISSUING REQUEST FOR PROPOSALS (RFP) NO. 26-08 FOR CROSSING GUARD SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Authorize issuing Request for Proposals (RFP) No. 26-08 for crossing guard services: and
2. Take such additional, related action that may be desirable.

13. APPROVE PURCHASE OF ONE (1) ELECTRIC VEHICLE AND ONE (1) HYBRID VEHICLE FOR THE PUBLIC WORKS DEPARTMENT UTILIZING ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) AND SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (AQMD) FUNDING

RECOMMENDATION: It is recommended that the City Council:

1. Approve the purchase of one (1) Ford E-Transit Cargo Van and one (1) Ford F-150 Hybrid for the Public Works Department utilizing Energy Efficiency and Conservation Block Grant (EECBG) and South Coast Air Quality Management District (AQMD) funds; and
2. Approve the purchase of one (1) Ford E-Transit Cargo Van through State of California Statewide Contract #1-22-23-20 with National Auto Fleet Group as allowed by Montebello Municipal Code Chapter 3.20.050(F) – Cooperative Purchases; and
3. Approve the purchase of one (1) Ford F-150 Hybrid through Sourcewell Contract #081325-NAF with National Auto Fleet Group as allowed by Montebello Municipal Code Chapter 3.20.050(F) – Cooperative Purchases; and
4. Authorize the City Manager to execute all necessary documents related to the purchase of the vehicles; and
5. Take such additional, related action that may be desirable.

14. ADOPT SAFE, CLEAN WATER PROGRAM REPORTING POLICY AND PROCEDURES AS A CONDITION TO RECEIVE MEASURE W FUNDING

RECOMMENDATION: It is recommended that the City Council:

1. Adopt the Safe, Clean Water Program reporting policy and procedures as a condition to receive Measure W funding; and
2. Take such additional, related action that may be desirable.

15. APPROVE AGREEMENT NOS. 4530, 4531 AND 4532 WITH AVANT GARDE CORPORATION, DCCM INFRASTRUCTURE INC., AND CUMMING CONSTRUCTION MANAGEMENT, INC. FOR LABOR COMPLIANCE AND PROGRAM ADMINISTRATION SUPPORT SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the City Manager to execute Professional Service Agreement No. 4530 (Attachment A) with Avant Garde Corp. for labor compliance and program administration support services for the not-to-exceed annual amount of one hundred and fifty thousand ($150,000); and
2. Authorize the City Manager to execute Professional Service Agreement No. 4531 (Attachment B) with DCCM Infrastructure, Inc. for labor compliance and program administration support services for the not-to-exceed annual amount of one hundred thousand ($100,000); and
3. Authorize the City Manager to execute Professional Service Agreement No. 4532 (Attachment C) with Cumming Construction Management Inc. for labor compliance and program administration support services for the not-to-exceed annual amount of seventy-five thousand ($75,000); and
4. Take such additional, related action that may be desirable.

16. APPROVE AGREEMENT NOS. 4533, 4534 AND 4535 WITH G3 QUALITY, THE CONVERSE PROFESSIONAL GROUP AND PA & ASSOCIATES FOR MATERIAL TESTING AND SPECIAL INSPECTION SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the City Manager to execute Professional Services Agreement No. 4533 with G3 Quality, Inc. (Attachment A) for on-call material testing and special inspection services for the not-to-exceed annual amount of one hundred thousand ($100,000); and
2. Authorize the City Manager to execute Professional Services Agreement No. 4534 with Converse Professional Group (Attachment B) for on-call material testing and special inspection services for the not-to-exceed annual amount of one hundred thousand ($100,000); and
3. Authorize the City Manager to execute Professional Services Agreement No. 4535 with PA & Associates (Attachment C) for on-call material testing and special inspection services for the not-to-exceed annual amount of seventy-five ($75,000); and
4. Take such additional, related action that may be desirable.

17. APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4538 WITH THE LOS ANGELES CONSERVATION CORPS FOR THE COMMUNITY CLEANUP AND EMPLOYMENT PATHWAY (CCEP) GRANT PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Approve Professional Services Agreement No. 4538 (Attachment A) with the Los Angeles Conservation Corps for the Community Cleanup and Employment Pathways (CCEP) Grant Program in an amount not-to-exceed $175,000; and
2. Authorize the City Manager to execute the agreement in good faith; and
3. Take such additional, related action that may be desirable.

18. ACCEPTANCE OF THE MONTEBELLO BOULEVARD FROM LOS ANGELES AVENUE TO LINCOLN BOULEVARD CAPITAL IMPROVEMENT PROJECT (CP 888) – NOTICE OF COMPLETION

RECOMMENDATION: It is recommended that the City Council:

1. Accept the Montebello Boulevard from Los Angeles Avenue to Lincoln Boulevard Capital Improvement Project (CP 888) as completed by Toro Enterprises, Inc.; and
2. Approve the final contract amount with Toro Enterprises, Inc. for the Project in the amount of $3,610,816 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 $180,541 due to Toro Enterprises, Inc. following the mandatory waiting period from the date the Notice of Completion is recorded; and
6. Take such additional, related action that may be desirable.

19. AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4542 TO CROSSTOWN ELECTRICAL AND DATA, INC AND PROFESSIONAL SERVICES AGREEMENT NO. 4543 TO POWER OF FAITH CONSTRUCTION FOR THE PROVISION OF ON-CALL ELECTRICAL MAINTENANCE AND REPAIR SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4542 to Crosstown Electrical and Data, Inc. for the provision of electrical maintenance and repair services at City facilities and infrastructure in an amount not-to-exceed $165,000 annually; and
2. Award Professional Services Agreement No. 4543 to Power of Faith Construction for the provision of electrical maintenance and repair services at City facilities and infrastructure in an amount not-to-exceed $30,000 annually; and
3. Take such additional, related action that may be desirable.

20. AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4541 TO SEBASTIAN WATERWORKS DBA MR. ROOTER FOR THE PROVISION OF ON-CALL PLUMBING SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4541 to Sebastian Waterworks DBA Mr. Rooter for the provision of on-call plumbing services at City facilities in an amount not-to-exceed $126,000 annually; and
2. Take such additional, related action that may be desirable.

21. APPROVE AGREEMENT NO. 4544 WITH ION SECURITY & FIRE SYSTEMS INC. FOR SECURITY AND FIRE ALARM MONITORING, MAINTENANCE, AND REPAIR SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4544 to Ion Security & Fire Systems Inc. for the provision of security and fire alarm monitoring, maintenance and repair services in an amount not-to-exceed $86,000 annually; and
2. Take such additional, related action that may be desirable.

22. AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4539 TO WOLVERINE FENCE COMPANY, INC. AND PROFESSIONAL SERVICES AGREEMENT NO. 4540 TO J & A FENCE ENGINEERING CORPORATION FOR THE PROVISION OF ON-CALL FENCE SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4539 to Wolverine Fence Company, Inc. for the provision of on-call fence installation, repair, and replacement services at City facilities, parks, rights-of-way, and other City-owned properties in an amount not-to-exceed $75,000 annually; and
2. Award Professional Services Agreement No. 4540 to J & A Fence Engineering Corporation for the provision of on-call fence installation, repair, and replacement services at City facilities, parks, rights-of-way, and other City-owned properties in an amount not-to-exceed $50,000 annually; and
3. Take such additional, related action that may be desirable.

23. ADOPT RESOLUTION APPROVING A LEASE AGREEMENT WITH MAOF PROPERTIES, INC. FOR THE USE OF A DIGITAL MESSAGE BOARD FOR THE PROPERTY LOCATED AT 401 N. GARFIELD AVENUE

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 26-45, approving Sign Lease Agreement No. 4524 between the City of Montebello and MAOF Properties Inc.; and
2. Authorize the City Manager, or designee, to execute the Agreement and any non-substantive administrative documents necessary to implement the Agreement; and
3. Take such additional, related, action that may be desirable.

24. APPROVE BLANKET PURCHASE ORDERS WITH AFTERMARKET PARTS COMPANY LLC, AMERICAN MOVING PARTS LLC, CUMMINS CAL PACIFIC LLC, INLAND KENWORTH, INC., WAYNE HARMEIER, INC., AND RUSH TRUCK CENTERS OF CALIFORNIA INC. FOR MAINTENANCE-RELATED BUS PARTS, FIRE APPARATUS PARTS, AND VEHICLE FLEET PARTS

RECOMMENDATION: 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 (NTE) amount of $300,000, to purchase maintenance-related bus parts for Fiscal Year 2026-27; and
2. Approve establishing a blanket PO with American Moving Parts LLC (American Moving Parts), for a total NTE amount of $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 2026-27; and
3. Approve establishing a blanket PO with Cummins Cal Pacific LLC (Cummins Pacific), for a total NTE amount of $140,000, to purchase maintenance-related bus and fleet parts for both MBL and the MFD for FY 2026-27; and
4. Approve establishing a blanket PO with Inland Kenworth, Inc. (Inland Kenworth), for a total NTE amount of $75,000, to purchase maintenance-related bus parts for FY 2026-27; and
5. Approve establishing a blanket PO with Wayne Harmeier, Inc. (dba Wayne Electric Company), for a total NTE amount of $80,000, to purchase maintenance-related bus parts for FY 2026-27; and
6. Approve establishing a blanket PO with Western States Converters & Transmissions, Inc. (Western States), for a total NTE amount of $75,000, to purchase maintenance-related bus parts for FY 2026-27; and
7. Approve establishing a blanket PO with Rush Truck Centers of California, Inc. (Rush Truck), for a NTE amount of $100,000, to purchase maintenance-related bus and vehicle fleet parts for FY 2026-27; and
8. Take such additional, related, action as may be desirable.

25. ADOPT RESOLUTION NO. 26-47 AUTHORIZING THE RECEIPT OF FEDERAL TRANSIT ADMINISTRATION (FTA) GRANT FUNDS AWARDED TO THE CITY OF MONTEBELLO FOR THE PURCHASE OF HYDROGEN FUEL CELL ELECTRIC BUSES AND COMPRESSED NATURAL GAS BUSES

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 26-47 authorizing the receipt of Federal Transit Administration (FTA) grant funds, in the amount of $9,434,183, awarded to the City of Montebello for the purchase three (3) hydrogen Fuel Cell Electric Buses (FCEBs) and nine (9) Compressed Natural Gas (CNG) buses; and
2. Amend the Transportation Department's Fiscal Year 2026-27 adopted operating budget to appropriate the FTA grant funds ($9,434,183) in Account No. 270-9068-2026-070 to purchase three (3) FCEBs and nine (9) CNG buses; and
3. Take such additional, related, action as may be desirable.

26. APPROVE AGREEMENT NO. 4545 WITH TRANSTRACK SYSTEMS INC TO PROVIDE SUPPORT SERVICES FOR FEDERAL TRANSIT ADMINISTRATION REPORTING

RECOMMENDATION: It is recommended that the City Council:

1. Approve Agreement No. 4545 with Transtrack Systems, Inc. (Transtrack Systems) for a three-year (3 year) term for a total not-to-exceed amount of $128,205, to provide software licensing and support services in accordance with the Federal Transit Administration's (FTA) reporting requirements for Montebello Bus Lines' (MBL); and
2. Authorize the City Manager and/or his designee to execute the agreement on behalf of the City of Montebello; and
3. Take such additional, related, action as may be desirable.

27. APPROVE ISSUING REQUEST FOR PROPOSALS (RFP) NO. 26-17 FOR A BENEFITS BROKER FOR THE CITY'S ANCILLARY BENEFITS

RECOMMENDATION: It is recommended that the City Council:

1. Approve issuing an Employee Ancillary Benefits Insurance Broker Services Request for Proposals (RFP No. 26-17) for the City's ancillary benefits; and,
2. Take such additional, related action that may be desirable.

28. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 4327 WITH A.O. REED & CO. TO INCLUDE THE TRANSPORTATION DEPARTMENT FOR HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) PREVENTATIVE MAINTENANCE AND AS-NEEDED REPAIR SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 4327 with A.O. Reed & Co. (A.O. Reed), to include the Transportation Department for citywide Heating, Ventilation, and Air Conditioning (HVAC) preventative maintenance and as-needed repair services; exercise the first one-year (1-year) term extension authorized under the agreement; increase the annual as-needed repair allocation from $200,000 to $250,000 (effective July 1, 2026 – June 30, 2029), increasing the total compensation by $634,355 for a revised not-to-exceed amount of $1,482,040; and
2. Authorize the City Manager and/or his designee to execute Amendment No. 1 on behalf of the City of Montebello (City); and
3. Take such additional, related, action as may be desirable.

29. APPROVE AGREEMENT NO. 4522 WITH ZEROUP ENERGY, INC., FOR PROVISION OF TEMPORARY HYDROGEN REFUELING SOLUTIONS

RECOMMENDATION: It is recommended that the City Council:

1. Approve Agreement No. 4522 with ZeroUp Energy, Inc., (ZeroUp Energy), for a two-year (2-year) term with the option for renewal of up to one (1) additional one-year (1-year) term, for a total not-to-exceed amount of $1,484,420, to provide a Temporary Hydrogen Refueling Solution; and
2. Authorize the City Manager to execute and finalize Agreement No. 4522 with ZeroUp Energy on behalf of the City of Montebello; and
3. Authorize the City Manager to approve change orders up to an additional ten percent (10%) or $148,442 of the total agreement amount; and
4. Amend the Fiscal Year 2026-27 adopted budget to increase appropriations by $932,420 in Account No. 600-90-915-6070.60 (Transit, Transportation, Corporate Shops, Fuel Hydrogen); and
5. Take such additional, related, action as may be desirable.

30. ADOPTION OF ORDINANCE NO. 2496 GRANTING OIL PIPELINE FRANCHISE TO CRIMSON CALIFORNIA PIPELINE L.P.

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Ordinance No. 2496 granting an oil pipeline franchise to Crimson California Pipeline L.P.; and
2. Authorize the continuation of pipeline operations within the public right-of-way under the updated terms and conditions set forth in the ordinance; and,
3. Take such additional and/or related action that may be desirable.

31. APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4546 WITH STAFFORD LIGHTS FOR CITY HALL LIGHTING INSTALLATION

RECOMMENDATION: It is recommended that the City Council:

1. Approve Professional Services Agreement No. 4546 with Stafford Lights for City Hall lighting installation in an amount not-to-exceed $59,999; and
2. Authorize the City Manager to take actions necessary to execute and finalize an agreement on behalf of the City of Montebello; and
3. Take such additional, related action that may be desirable.

32. APPROVAL OF MINUTES: JUNE 10, 2026, CITY COUNCIL

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

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).

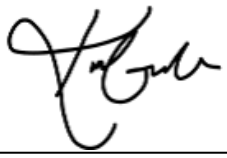
COUNCIL/AGENCY ORALS
Announcements and requests for future agenda items.

- **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 August 12, 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, June 21, 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 # 3

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: **ADOPT RESOLUTION NO. 26-39 CONFIRMING THE FISCAL YEAR 2026–27 ENGINEER'S REPORT FOR THE ANNUAL NATASHA LANE LANDSCAPE ASSESSMENT DISTRICT NO. 2005-1 AND LEVYING SUCH ASSESSMENTS**

DATE: June 24, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Conduct a Public Hearing and adopt Resolution No. 26-39 (Attachment A) confirming the Fiscal Year 2026-27 Engineer's Report (Attachment B) for the Annual Natasha Lane Landscape Assessment District No. 2005-1; and
2. Authorize the Levying of the Fiscal Year 2026-27 Assessments; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The cost for the maintenance and operation of the Natasha Lane landscaping, including administration, is estimated at $14,000 for Fiscal Year 2026-27. Because the Assessment District's fund balance has grown to $35,879, the recommended annual assessment for FY 2026-27 is $1,200 and covers only the processing costs with the Los Angeles County Assessor's Office. All other costs associated with the maintenance and operation of the landscaping for FY 2026-27 will be paid from the Assessment Districts existing and available fund balance.

The total cost of $1,200 is prorated to the properties within the District based on the lineal footage of the property frontage on Natasha Lane. The amount assessed to each property is listed in the Engineer's Report (Attachment B) and ranges from $55.35 to $75.27 for the year, with an average annual assessment of $60.00 per parcel. The proposed FY 2026-27 budget includes appropriations for these assessment amounts; therefore, the recommended actions do not require a budget amendment.

BACKGROUND/DISCUSSION:

The properties on Natasha Lane benefiting from the landscaping improvements are required to be assessed to fund the maintenance and operation for Fiscal Year 2026–27. The special assessment district was initially established in 2005 when the development was constructed. This assessment is collected annually and placed on the Los Angeles County tax roll.

On April 22, 2026, the City Council approved Resolution No. 26-27 initiating proceedings for the FY 2026–27 levy of annual special assessments.

Natasha Lane is a twenty-unit residential development extending south from Whittier Boulevard and east of Bluff Road. As part of the development, landscaping was installed within a storm drain easement at the southerly terminus, along the frontage of properties facing Whittier Boulevard, and at the cul-de-sac. The City is responsible for the ongoing maintenance of these landscaped areas.

Resolution No. 26-39 (Attachment A) establishes approval and confirmation of the Engineer's Report (Attachment B) for Natasha Lane Landscape Assessment District No. 2005-1 and authorizes the levy of assessments for FY 2026–27. These actions are required to complete the direct assessment process with Los Angeles County and place the assessments on the annual property tax roll.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council adopt Resolution No. 26-39 (Attachment A), confirming the Engineer's Report (Attachment B) for the Fiscal Year 2026–27 Annual Natasha Lane Landscape Assessment District No. 2005-1 and authorize the levying of the associated assessments. The Proof of Publication for the public hearing notice is provided as Attachment C.

ATTACHMENT(S)

1. Attachment A - Resolution No. 26-39
2. Attachment B - Engineer's Report
3. Attachment C - Proof of Publication

RESOLUTION NO. 26-39

RESOLUTION OF THE CITY OF MONTEBELLO CONFIRMING THE ENGINEER'S ESTIMATE FOR THE FISCAL YEAR 2026-2027 LEVY OF ANNUAL ASSESSMENTS FOR LANDSCAPE MAINTENANCE FOR THE PROPERTIES LOCATED ALONG NATASHA LANE AND LEVYING ASSESSMENTS ON ASSESSABLE LOTS AND PARCELS OF LAND IN SAID DISTRICT FOR FISCAL YEAR 2026-2027

RECITALS

WHEREAS, the City Council ("City Council") of the City of Montebello ("City") has by Resolution No. 26-27, adopted and approved the Engineer's Annual Levy Report ("Report") for the District known and designated as the Natasha Lane Landscape Assessment District No. 2005-01 of the City of Montebello ("District"), pursuant to the Landscaping and Lighting Act of 1972, Part 2 (commencing with Section 22500) of Division 15 of the Streets and Highways Code ("Act"), for the installation, operation, maintenance and servicing of street lights, traffic signals, street trees, parkways, median islands, landscaping, parks, and any appurtenant improvements as set forth in Section 22525 of the California Streets and Highways Code ("Improvements"); and

WHEREAS, as ordered by the City Council, the City Engineer has filed with the City Clerk a report regarding the assessments to be levied and collected from the owners of assessable property within the District to pay the costs of the installation, operation, maintenance and servicing of street trees and landscaping, and any appurtenant improvements, and that report has been presented to and considered by the City Council; and

WHEREAS, on April 22, 2026, the City Council approved Resolution No. 26-27, adopting and approving the Report, declaring its intention to levy and collect the assessment for the District for Fiscal Year 2026-2027, and scheduling a public hearing thereon; and

WHEREAS, on June 24, 2026, the City Council held a duly noticed public hearing regarding the levy of the annual assessment and afforded all interested persons to hear and be heard; and

WHEREAS, the City Council may proceed, pursuant to Section 22631 of the Streets and Highways Code, to adopt a resolution confirming the levy of the assessments on the assessable parcels of properties in the District, and the adoption of such a resolution shall constitute the levy of assessments on all assessable lots and parcels of property within the District for Fiscal Year 2026-2027.

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

SECTION 1: That the above recitals are all true and correct and are hereby incorporated herein.

SECTION 2. Findings. The City Council of the City of Montebello finds that:

(a) The foregoing recitals are true and correct;

(b) The requirements of the Landscaping and Lighting Act of 1972, Part 2 (commencing with Section 22500) of Division 15 of the Streets and Highways Code have been satisfied;

(c) The requirements of Section 53753 of the Government Code have been satisfied;

(d) The assessments proposed to be levied on the assessable lots and parcels of land in the District for the Improvements during Fiscal Year 2026-2027 contained in the Final Engineer's Report, which is on file with the City Clerk of the City Council, are based on benefits derived by such lots and parcels from the availability of the Improvements, and are not based on the ownership or value of such lots and parcels;

(e) For purposes of levying the proposed assessments on the lots and parcels of property within the District, the Report and the assessment diagram contained therein allocates the estimated costs of the installation, operation, maintenance and servicing of the Improvements within the District;

(f) Such assessments are based on special benefit conferred upon each such lot or parcel from the payment of the costs of the installation, operation, maintenance and servicing of the Improvements;

(g) The proportionate special benefit derived by each such lot or parcel has been determined in relationship to the entirety of the cost of the installation, operation, maintenance and servicing of the Improvements;

(h) The amount of the assessment which is to be levied on each such lot or parcel is based upon and will not exceed the reasonable cost of the proportional special benefit conferred on that lot or parcel;

(i) The City Council may proceed to adopt a resolution confirming the assessments to be levied on assessable parcels of property in the District; and

SECTION 3: Improvements. The improvements authorized for the District are:

(a) The installation or planting of landscaping, including, but not limited to, street trees, parkways and median islands;

(b) The installation or construction of any facilities which are appurtenant to any improvements listed in (a), or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, irrigation, drainage and electrical facilities; and

(c) The maintenance and servicing of any of the foregoing.

SECTION 4. Confirmation of Report. The Report and the assessment diagram and the assessment contained therein for the payment of the costs of the installation, operation, maintenance and servicing of the Improvements in the District for fiscal year 2025-2026 are confirmed.

SECTION 5. Levy of Assessments. Pursuant to Section 22631 of the Streets and Highways Code, the adoption of this resolution constitutes the levy of the assessments on assessable lots and parcels of property in the District for the installation, operation, maintenance and servicing of the Improvements during Fiscal Year 2026-2027 contained in the Report, and such assessments are levied. The City Clerk of the City Council is directed to file a certified copy of this resolution, together with the confirmed diagram and assessment contained in the Report, with the County Auditor of the County of Los Angeles, who, pursuant to Section 22645 of the Streets and Highways Code, shall enter on the County Assessment Roll opposite each lot or parcel of land the amount assessed thereupon, as shown in said assessment.

SECTION 6. Duration of Assessments; Annual Adjustment for Increased Costs. The assessments which are to be levied on lots and parcels in the District shall be levied annually as long as the assessments are necessary to finance the cost of the Improvements and the maintenance and servicing thereof. The annual amount of the assessment to be levied on each parcel of assessable property in the District in each fiscal year may be increased by the percentage increase in the Consumer Price Index–All Urban Consumers for the Los Angeles; provided, however, that the amount of the assessment to be levied on any assessable parcel in any fiscal year shall not be increased by more than four percent (4%, based on March 12-month assessment) and the amount of the assessment to be levied on any parcel in any fiscal year shall not, in any event, exceed the actual total cost of the proportional special benefit conferred on that parcel.

SECTION 7. Detachment of Territory. All assessable lots or parcels included within the District that are also included in existing Landscaping, Lighting and Park District No. 1 and are subject to the levy of assessments by Landscaping, Lighting and Park District No. 1 are hereby detached from Landscaping, Lighting and Park District No. 1 to the extent that the assessments levied by Landscaping, Lighting and Park District No. 1 finance the same Improvements provided by the District.

SECTION 8. That the City Clerk shall certify the passage and adoption of this Resolution and that the same shall be in full force and effect.

[Signatures on the following page.]

APPROVED AND ADOPTED THIS 24th DAY OF JUNE 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. 26-39 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 24th day of June, 2026 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

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

DATE: _____ _____
Christopher Jimenez, City Clerk

EXHIBITS:

- Exhibit A – Boundary of Assessment District

EXHIBIT "A"

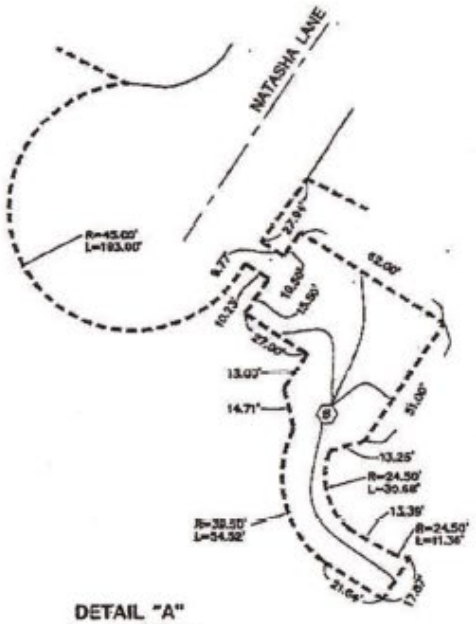
LEGEND:

(A) ALL OF LOTS 11 AND 12 ARE EASEMENT TO THE CITY OF MONTEBELLO FOR SANITARY SEWER PURPOSES.

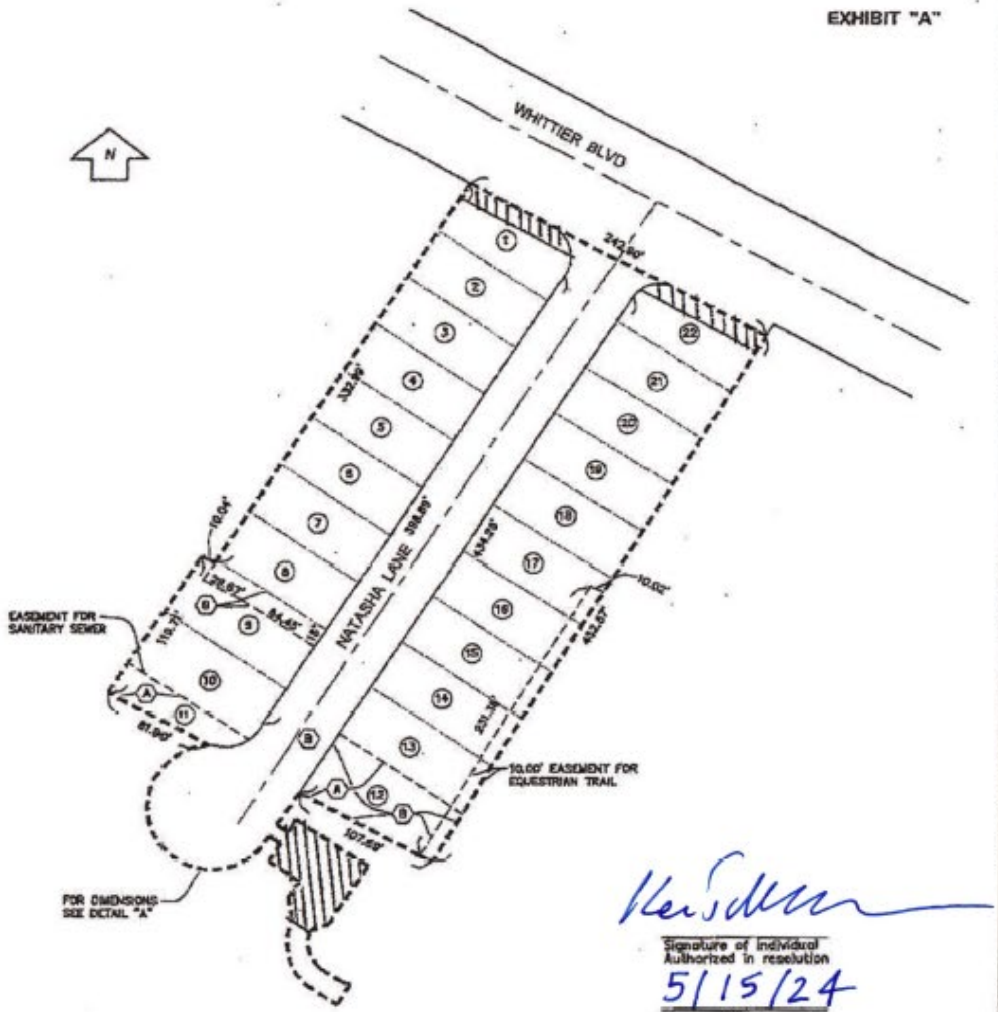
(B) EASEMENT TO THE CITY OF MONTEBELLO FOR COVERED STORM DRAIN, APPURTENANT STRUCTURES AND INGRESS AND EGRESS PURPOSES.

AREAS OF MAINTENANCE

LANDSCAPE ASSESSMENT DISTRICT AREA



DETAIL "A"



Signature of Individual Authorized in resolution

5/15/24
Date

NATASHA LANE PROPOSED
LANDSCAPING ASSESSMENT BOUNDARY MAP

CITY OF MONTEBELLO
ENGINEER'S REPORT
FOR
NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1

For
FY 2026-2027

Georgina Tamayo, Mayor

Danielle Romero, Mayor Pro Tem

Scarlet Peralta, Councilmember

Salvador Melendez, Councilmember

Ric Alonzo, Councilmember

Engineer's Report
April 22, 2026

Prepared by the City of Montebello – Engineering Division

Cesar Roldan
Director of Public Works

CITY OF MONTEBELLO
ENGINEER'S REPORT
FOR
NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1
(FISCAL YEAR 2026-2027)

SECTION I: AUTHORITY FOR REPORT

This report is prepared pursuant to the provisions of the Landscape and Lighting Act of 1972 (commencing with Section 22500) of Division 15 the Street and Highway Code for the maintenance of Public Landscaping that benefits only the properties on Natasha Lane. The report covers the period from July 1, 2026, through June 30, 2027.

SECTION II: PLANS

The Plans showing extent and location of landscape are illustrated herein by Exhibit A.

All of above-mentioned items are on file in the Office of the City Clerk.

SECTION III: SPECIFICATIONS FOR MAINTENANCE

Landscaping maintenance shall consist of installing, cutting, pruning, trimming, fertilizing, irrigating and treating plants, shrubs, trees, ground cover and soil to provide a pleasing and attractive landscape within the public right-of-way and publicly owned grounds. Dead plants, shrubs, trees, and ground cover shall be replaced with new items as soon as practical. The irrigation system shall be operated and maintained to provide adequate watering for all plants, shrubs, trees, and ground cover. Irrigation systems shall be installed as deemed appropriate by the City Engineer.

SECTION IV: PROJECT REVENUE & EXPENDITURES

	25-26 ESTIMATE	26-27 PROJECTED
BEGINNING FUND BALANCE	**$35,073.04**	**$35,879.24**
REVENUE	**$1,316.56**	**$1,200.00**
EXPENDITURES	**($510.36)**	**($510.36)**
ENDING BALANCE	**$35,879.24**	**$36,568.88**

SECTION V: DIAGRAM

A Diagram showing the Assessor's parcel number and the dimensions of each lot or parcel of land within the District is on file in the Office of the City Clerk.

SECTION VI: ASSESSMENT

The improvements are to be funded by the levying of assessments on the benefiting properties. The "Municipal Improvement Act of 1913" and Article XIIID of the State Constitution require that assessments must be based on the estimated special benefit for the properties from the improvements. In addition, Article XIIID, Section 4, of the State Constitution requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred in the parcel. It also requires that publicly owned property, (which benefit from the improvements) are to be assessed. Neither the Act nor the State Constitution specifies the method or formula that should be used to apportion the costs to properties in any special assessment district proceedings. The responsibility for recommending the assessments per panel is an Apportionment Engineer, who is appointed for the purpose of making an analysis of the facts and determining the correct apportionment of the assessment obligation. The City Engineer is hereby appointed as the Assessment Engineer.

All properties are assessed based on the Engineer's Estimate. This estimate includes associated costs for each property based on property frontage along the street (Natasha Lane). In order to apportion the assessment to each parcel in direct proportion with the special and direct benefit which it will receive from the improvements, an analysis has been completed and the respective street frontage of each benefiting parcel is used as the basis for apportioning costs to each property within the Assessment District as follows:

NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1

ASSESSMENT ROLL

ASSESSMENT NO.	BOOK	PAGE	PARCEL NO.	FRONT FOOTAGE	TOTAL COST
1	6348	6	17	45.19 LF	$ 65.41
2	6348	6	18	41 LF	$ 59.35
3	6348	6	19	41 LF	$ 59.35
4	6348	6	20	41 LF	$ 59.35
5	6348	6	21	41 LF	$ 59.35
6	6348	6	22	41 LF	$ 59.35
7	6348	6	23	41 LF	$ 59.35
8	6348	6	24	41.70 LF	$ 60.36
9	6348	6	25	52 LF	$ 75.27
10	6348	6	26	45.27 LF	$ 65.53
11	6348	6	29	40.60 LF	$ 58.77
12	6348	6	30	40 LF	$ 57.90
13	6348	6	31	40 LF	$ 57.90
14	6348	6	32	40 LF	$ 57.90
15	6348	6	33	40 LF	$ 57.90
16	6348	6	34	40 LF	$ 57.90
17	6348	6	35	40 LF	$ 57.90
18	6348	6	36	40 LF	$ 57.90
19	6348	6	37	40 LF	$ 57.90
20	6348	6	38	38.24 LF	$ 55.35
TOTAL:				**829.00 LF**	**$1,200.00**

NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1

ADDRESS OF PROPERTY OWNERS

Assessor's Parcel No.	Property Address
6348-006-017	101 Natasha Lane Montebello, CA 90640
6348-006-018	105 Natasha Lane Montebello, CA 90640
6348-006-019	109 Natasha Lane Montebello, CA 90640
6348-006-020	117 Natasha Lane Montebello, CA 90640
6348-006-021	121 Natasha Lane Montebello, CA 90640
6348-006-022	125 Natasha Lane Montebello, CA 90640
6348-006-023	129 Natasha Lane Montebello, CA 90640
6348-006-024	133 Natasha Lane Montebello, CA 90640
6348-006-025	137 Natasha Lane Montebello, CA 90640
6348-006-026	141 Natasha Lane Montebello, CA 90640

NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1

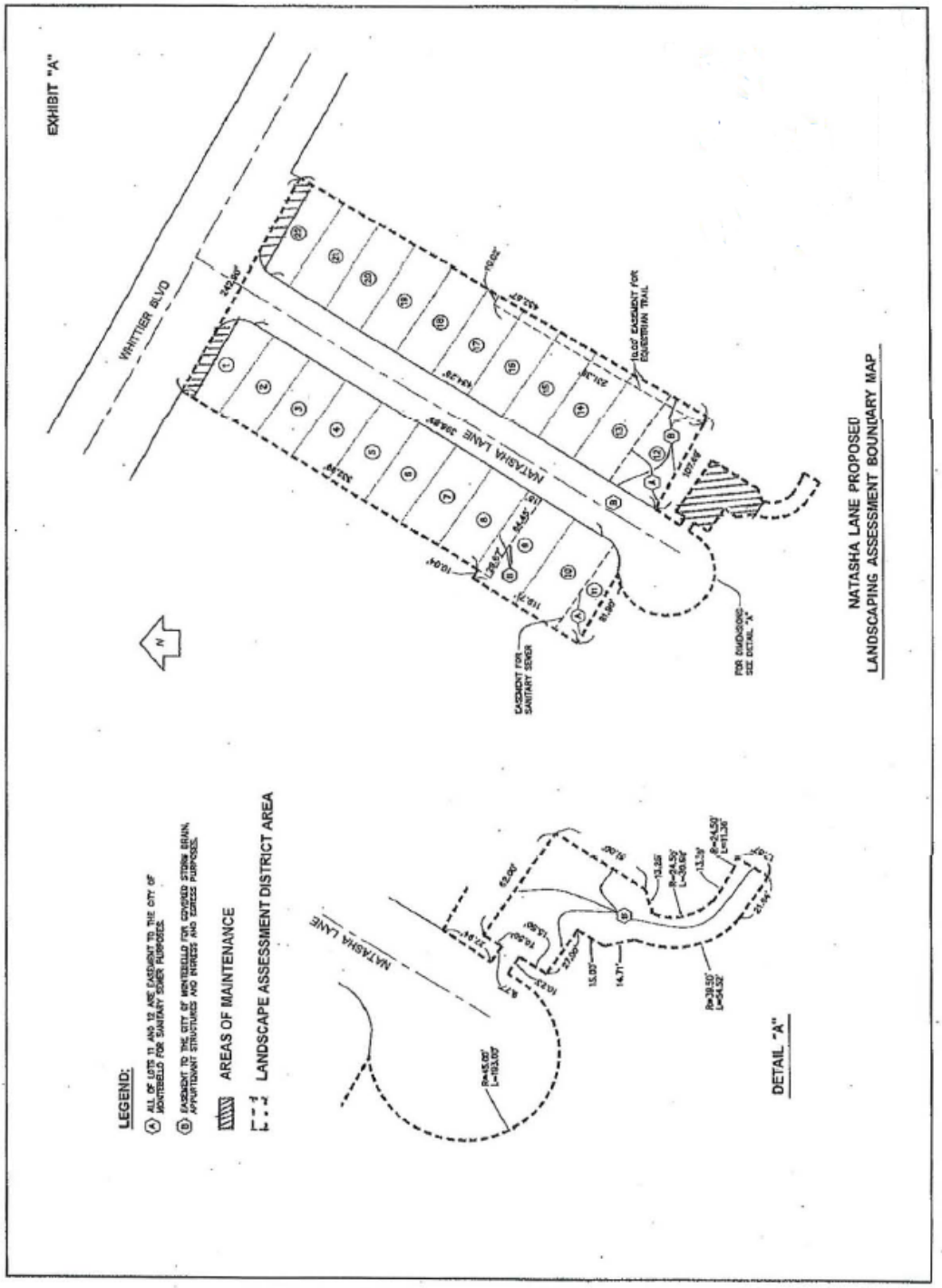
ADDRESS OF PROPERTY OWNERS

Assessor's Parcel No.	Property Address
6348-006-029	136 Natasha Lane Montebello, CA 90640
6348-006-030	132 Natasha Lane Montebello, CA 90640
6348-006-031	128 Natasha Lane Montebello, CA 90640
6348-006-032	124 Natasha Lane Montebello, CA 90640
6348-006-033	120 Natasha Lane Montebello, CA 90640
6348-006-034	116 Natasha Lane Montebello, CA 90640
6348-006-035	112 Natasha Lane Montebello, CA 90640
6348-006-036	108 Natasha Lane Montebello, CA 90640
6348-006-037	104 Natasha Lane Montebello, CA 90640
6348-006-038	100 Natasha Lane Montebello, CA 90640

NATASHA LANE SEWER AND STORM WATER PUMP STATION
ASSESSMENT DISTRICT NO. 2005-1

EXHIBIT "A"

BOUNDARY MAP



MONTEBELLO NEWS

1007 N SEPULVEDA BLVD STE 1357, MANHATTAN BEACH, CA 90266
Telephone (323) 556-5720 / Fax (213) 835-0584

This space for filing stamp only

SAMANTHA NEVAREZ
CITY OF MONTEBELLO/CITY CLERK (LEAD)
1600 W. BEVERLY BLVD
MONTEBELLO, CA - 90640

WWA#: 4033661

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 - Levy of the Proposed Annual Assessments for the Natasha Lane Landscape Assessment District No. 2005-1 for FY

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:

04/23/2026

Executed on: 04/23/2026
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 3 8 0 8 0 0 *

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 Chambers located at Montebello City Hall, 1600 West Beverly Boulevard, Montebello, California**, **on Wednesday, June 24, 2026, at 6:00 p.m**., or as soon as possible thereafter as the matter can be heard, to consider the following:

Levy of the proposed annual assessments for the City of Montebello's Natasha Lane Landscape Assessment District No. 2005-1 for Fiscal Year 2026–2027.

Natasha Lane is a twenty-unit residential development located south of Whittier Boulevard and east of Bluff Road. Landscaping improvements were installed as part of the original development, including areas within a storm drain easement, along Whittier Boulevard, and within the cul-de-sac. The City of Montebello maintains these landscaped areas. The Natasha Lane Landscape Assessment District No. 2005-1 was established in 2005 to fund maintenance and servicing costs. The annual assessment is levied on benefitted properties and collected through the Los Angeles County property tax roll. On April 22, 2026, the City Council adopted Resolution No. 26-27 initiating proceedings for the Fiscal Year 2026–2027 annual assessment, and property owners were notified in accordance with the California Streets and Highways Code.

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 Council Chambers located at Montebello City Hall, 1600 West Beverly Boulevard, Montebello, California on Wednesday, June 24, 2026, at 6:00 p.m. In addition, the City has created an email address ccpubliccomment@cityofmontebello.com where the public can submit written public comments no later than **Wednesday, June 24, 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://www.cityofmontebello.com/department/administration/city-clerk-s-office.html.

If you challenge the subject matter 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.

More information about the assessment district is available by contacting the Public Works Department at 323-887-1460:

Dated: April 22, 2026
Date published: April 23, 2026
Kimberly Guillen,
Director of City Clerk Services
4/23/26
WWA-4033661#
MONTEBELLO NEWS

ITEM # 4

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: **ADOPT RESOLUTION NO. 26-40 CONFIRMING THE ENGINEER'S REPORT AND ASSESSMENT FOR THE NATASHA LANE SEWER AND STORM WATER PUMP STATION ASSESSMENT DISTRICT NO. 2005-2 AND LEVYING ASSESSMENTS ON ASSESSABLE LOTS AND PARCELS OF LAND IN SAID DISTRICT FOR FISCAL YEAR 2026-2027**

DATE: June 24, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Conduct the public hearing for the Fiscal Year 2026-27 annual levy of assessments for the Natasha Lane Sewer and Storm Water Pump Station Assessment District No. 2005-2; and
2. Receive and tabulate all assessment ballots submitted pursuant to Article XIII D of the California Constitution (Proposition 218);
3. Determine whether a majority protest exists; and
4. If no majority protest exists, adopt Resolution No. 26-40 (Attachment A) confirming the Engineer's Report and levying assessments on assessable lots and parcels of land within the Natasha Lane Sewer and Storm Water Pump Station Assessment District No. 2005-2 for Fiscal Year 2026-27; or
5. If a majority protest exists, adopt Resolution No. 26-40 (Attachment B – Alternate Resolution) confirming the Engineer's Report and levying assessments on assessable lots and parcels of land within the Natasha Lane Sewer and Storm Water Pump Station Assessment District No. 2005-2 for Fiscal Year 2026-27 in the same amounts and in the same levels as approved and assessed for Fiscal Year 2025-26; and
6. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Natasha Lane Sewer and Storm Water Assessment District funds the operation, maintenance, servicing, and replacement of the sewer and storm water pump stations that serve the twenty-unit Natasha Lane development.

The total proposed levy for Fiscal Year 2026-27 under the 10-Year Assessment Plan is $67,673. Assessment revenues will fund annual operations and maintenance costs administrative expenses, and the annual pro-rated share of capital replacement costs associated with the necessary replacement and maintenance of the sewer and storm water pump stations.

The Fiscal Year 2026-27 expenditure plan includes $25,587 for operations, maintenance, and administrative costs, $450,000 for sewer pump station replacement, and $200,000 for storm water pump station replacement, for a total projected expenditure of $675,587.

The costs associated with the operation, maintenance, servicing, and replacement of the Natasha Lane sewer and storm water pump stations will be funded through Assessment District No. 2005-2 (Account No. 265-99-330-6040.45). There will be no impact on the General Fund, as all revenues collected and associated expenditures are recorded within Fund 265.

If Resolution No. 26-40 (Alternate Resolution) is adopted due to a majority protest, assessment district revenues will not be available to fund required, necessary and essential replacement and repair projects. As a result, the City would be required to fund the immediate emergency repairs to Pump No. 2 through City resources in the amount of $15,636. Without additional assessment revenue, these expenses would be born solely by the General Fund.

BACKGROUND/DISCUSSION:

Natasha Lane is a twenty-unit residential development completed in 2005 near Whittier Boulevard and Bluff Road. Due to the site's topography, the development required the installation of sewer and storm water pump stations to convey wastewater and storm water flows to higher-elevation infrastructure. The City is responsible for the operation and maintenance of these facilities.

To ensure that the costs associated with the operation, maintenance, servicing, and replacement of these facilities are funded by the properties that directly benefit from them, the City established the Natasha Lane Sewer and Storm Water Pump Station Assessment District No. 2005-2. The assessment district was lawfully formed through public hearings and property owner approval in accordance with California law, including the Benefit Assessment Act of 1982 and Proposition 218.

On April 22, 2026, the City Council adopted Resolution No. 26-28 approving the Fiscal Year 2026-27 Engineer's Report and setting a public hearing for June 24, 2026. Pursuant to Proposition 218 requirements, notices and assessment ballots were mailed to all

property owners within the district, providing an opportunity to support or protest the proposed assessments.

The Engineer's Report details the proposed assessment roll, which reflects the proportional special benefit received by each parcel based on street frontage along Natasha Lane. Funding under the 10-Year Assessment Plan provides for annual operations and maintenance, administrative costs, and a pro-rated share of pump station replacement costs to ensure continued operational reliability and regulatory compliance.

At the public hearing, the City Council will receive public testimony and direct the tabulation of assessment ballots. If a majority protest does not exist, the City Council may adopt Resolution No. 26-40 confirming the Engineer's Report and assessment and levying assessments for Fiscal Year 2026-27. If a majority protest exists, the City Council may adopt Resolution No. 26-40 (Alternate Resolution) confirming the assessment and levying amounts established and assessed at Fiscal Year 2025-2026 rates.

ENVIRONMENTAL:

N/A

ANALYSIS:

The proposed assessments comply with the requirements of the Benefit Assessment Act of 1982 and Article XIII D of the California Constitution. The assessments are based upon the proportional special benefit received by each parcel and are allocated in accordance with the methodology set forth in the Engineer's Report.

Approval of Resolution No. 26-40, following a determination that no majority protest exists, will confirm the Engineer's Report and assessment roll and authorize the annual levy of assessments for Fiscal Year 2026-27. The assessments will then be placed on the Los Angeles County property tax roll for collection.

In the event a majority protest vote is submitted, the Resolution may not be adopted and the Alternate Resolution may be adopted to continue the same assessment and levying amounts as established for Fiscal Year 2025-26.

Additionally, if Resolution No. 26-40 (Alternate Resolution) is adopted, the City would be required to fund the immediate emergency repairs to Pump No. 2 utilizing General Fund appropriations at a cost of $15,6367, as assessment district revenues would not be available to support this expenditure.

SUMMARY:

The City Council is requested to conduct the public hearing, receive and tabulate assessment ballots, determine whether a majority protest exists, and, if no majority protest exists, adopt Resolution No. 26-40 confirming the Engineer's Report and assessment and levying assessments for Fiscal Year 2026-27 for the Natasha Lane Sewer and Storm Water Pump Station Assessment District No. 2005-2. The

assessments will fund the continued operation, maintenance, servicing, and capital replacement of the sewer and storm water pump station facilities serving the Natasha Lane development while ensuring compliance with Proposition 218 and the Benefit Assessment Act of 1982. If the Alternate Resolution is adopted, the assessments would remain at Fiscal Year 2025-26 levels.

ATTACHMENT(S)

1. Attachment A - Resolution No. 26-40
2. Attachment B - Resolution No. 26-40 (Alternate)
3. Attachment C - Engineer's Report
4. Attachment D - Proof of Publication

ATTACHMENT A

RESOLUTION NO. 26-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO CONFIRMING ENGINEER'S REPORT AND ASSESSMENT FOR NATASHA LANE SEWER PUMP STATION AND STORM WATER PUMP STATION ASSESSMENT DISTRICT NO. 2005-2 AND LEVYING ASSESSMENTS ON ASSESSABLE LOTS AND PARCELS OF LAND IN SAID DISTRICT FOR FISCAL YEAR 2026-2027

RECITALS

WHEREAS, on April 22, 2026, pursuant to the Benefits Assessment Act of 1982, the City Council of the City of Montebello adopted Resolution No. 26-28 approving the Engineer's Report, the assessment diagram for Assessment District No. 2005-2 and the annual assessments for the Natasha Lane Sewer and Storm Water Pump Stations. At this meeting, the City Council also declared its intention to levy assessments on the lots and parcels of property therein for Fiscal Year 2026-2027 for the operation, maintenance, servicing, and capital replacement of the sewer and storm water pump stations, and any appurtenant improvements. In addition, the City Council directed staff to schedule a public hearing on the proposed levy and collection of assessments for 7:00 p.m. on June 24, 2026, as required by Section 53753 of the Government Code; and

WHEREAS, for purposes of levying the proposed assessments on the lots and parcels of property within the District, the Engineer's Report prepared by the City Engineer, with respect to the proposed assessments and the assessment diagram contained therein, which is on file with the City Clerk of the City Council, allocates the estimated costs of the improvements within the District and proposes the levy of assessments on the parcels within the District; and

WHEREAS, pursuant to Resolution No. 26-28, assessment ballots were mailed to the owners of record of all assessable parcels within the District and a public hearing was conducted in accordance with Article XIII D of the California Constitution and Section 53753 of the Government Code; and

WHEREAS, on June 24, 2026, the City Council held the public hearing and afforded all interested persons an opportunity to present testimony and submit protests regarding the proposed assessments; and

WHEREAS, at the conclusion of said hearing, the assessment ballots were tabulated and it was determined that a majority protest to the levy of the proposed assessments does not exist; and

WHEREAS, he City Council may proceed, pursuant to Section 54711 of the Government Code, to adopt a resolution confirming the levy of the assessments on the assessable parcels of property in the District, and the adoption of such a resolution shall constitute the levy of assessments on all assessable lots and parcels of property within the District for Fiscal Year 2026-2027.

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

SECTION 1. Findings. The City Council finds:

(a) The preceding recitals are true and correct;

(b) The requirements of the Benefit Assessment Act of 1982, Chapter 6.4 (commencing with Section 54703) of Part 1 of Division 2 of Title 5 of the Government Code have been satisfied;

(c) The requirements of Section 53753 of the Government Code have been satisfied;

(d) The assessments proposed to be levied on the assessable lots and parcels of land in the District for the improvements during Fiscal Year 2025-2026 contained in the Engineer's Report, which is on file with the City Clerk of the City Council (the "Report"), are based on benefits derived by such lots and parcels from the availability of the improvements, and are not based on the ownership or value of such lots and parcels;

(e) For purposes of levying the proposed assessments on the lots and parcels of property within the District, the Report and the Assessment diagram contained therein allocates the estimated costs of the installation, operation, maintenance and servicing of the improvements within the District;

(f) Such assessments are based on special benefit conferred upon each such lot or parcel from the payment of the costs of the installation, operation, maintenance and servicing of the improvements;

(g) The proportionate special benefit derived by each of such lot or parcel has been determined in relationship to the entirety of the cost of the installation, operation, maintenance and servicing of the improvements;

(h) The amount of the assessment which is to be levied on each such lot or parcel is based upon and will not exceed the reasonable cost of the proportional special benefit conferred on that lot or parcel;

(i) The City Council may proceed to adopt a resolution confirming the assessments to be levied on assessable parcels of property in the District.

SECTION 2. Improvements. The improvements authorized for the District are:

(a) Maintenance, operation, servicing, repair, replacement, and rehabilitation of the sewer and storm water pump stations and all appurtenant facilities and equipment.

SECTION 3. Confirmation of Report. The Engineer's Report with the assessment diagram and the assessment contained therein for the payment of the costs of the operation, maintenance, servicing, and capital replacement of the improvements in the District for Fiscal Year 2026-2027 are confirmed.

SECTION 4. Levy of Assessments. Pursuant to Section 54715 of the Government Code, the adoption of this Resolution constitutes the levy of the assessments on assessable lots and parcels of property in the District for the operation, maintenance, servicing, and capital replacement of the improvements during Fiscal Year 2026-2027, as contained in the Report, and such assessments are levied. The City Clerk of the City Council is directed to file a certified copy of this Resolution, together with the confirmed assessment diagram and assessment contained in the Report, with the County Auditor of the County of Los Angeles, who, pursuant to Section 54716 of the Government Code, shall enter on the County Assessment Roll opposite each lot or parcel of land the amount assessed thereupon, as shown in said assessment..

SECTION 5. Duration of Assessments; Annual Adjustment for Increased Costs. The assessments which are to be levied on lots and parcels in the District shall be levied annually as long as the assessments are necessary to finance the cost of the improvements and the maintenance and servicing thereof. The annual amount of the assessment to be levied on each parcel of assessable property in the District in each fiscal year may be increased by the percentage increase in the Consumer Price Index – All Urban Consumers for the Los Angeles-Long Beach-Anaheim Area; provided, however, that the amount of the assessment to be levied on any assessable parcel in any fiscal year shall not be increased by more than seven and one-half percent (7.5%) and shall not, in any event, exceed the actual total cost of the proportional special benefit conferred on that parcel.

SECTION 6. Detachment of Territory. All assessable lots or parcels included within the District that are also included in existing Landscaping, Lighting and Park District No. 1 and are subject to the levy of assessments by Landscaping, Lighting and Park District No. 1 are hereby detached from Landscaping, Lighting and Park District No. 1 to the extent that the assessments levied by Landscaping, Lighting and Park District No. 1 finance the same improvements provided by the District.

SECTION 7: That the City Clerk shall certify the passage and adoption of this Resolution and that the same shall be in full force and effect.

[Signatures on the following page]

APPROVED AND ADOPTED this 24th day of June 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. 26-40 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 24th day of June 2026 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

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

DATE: _____ _____
Christopher Jimenez, City Clerk

EXHIBITS:

- Exhibit A – Boundary of Assessment District

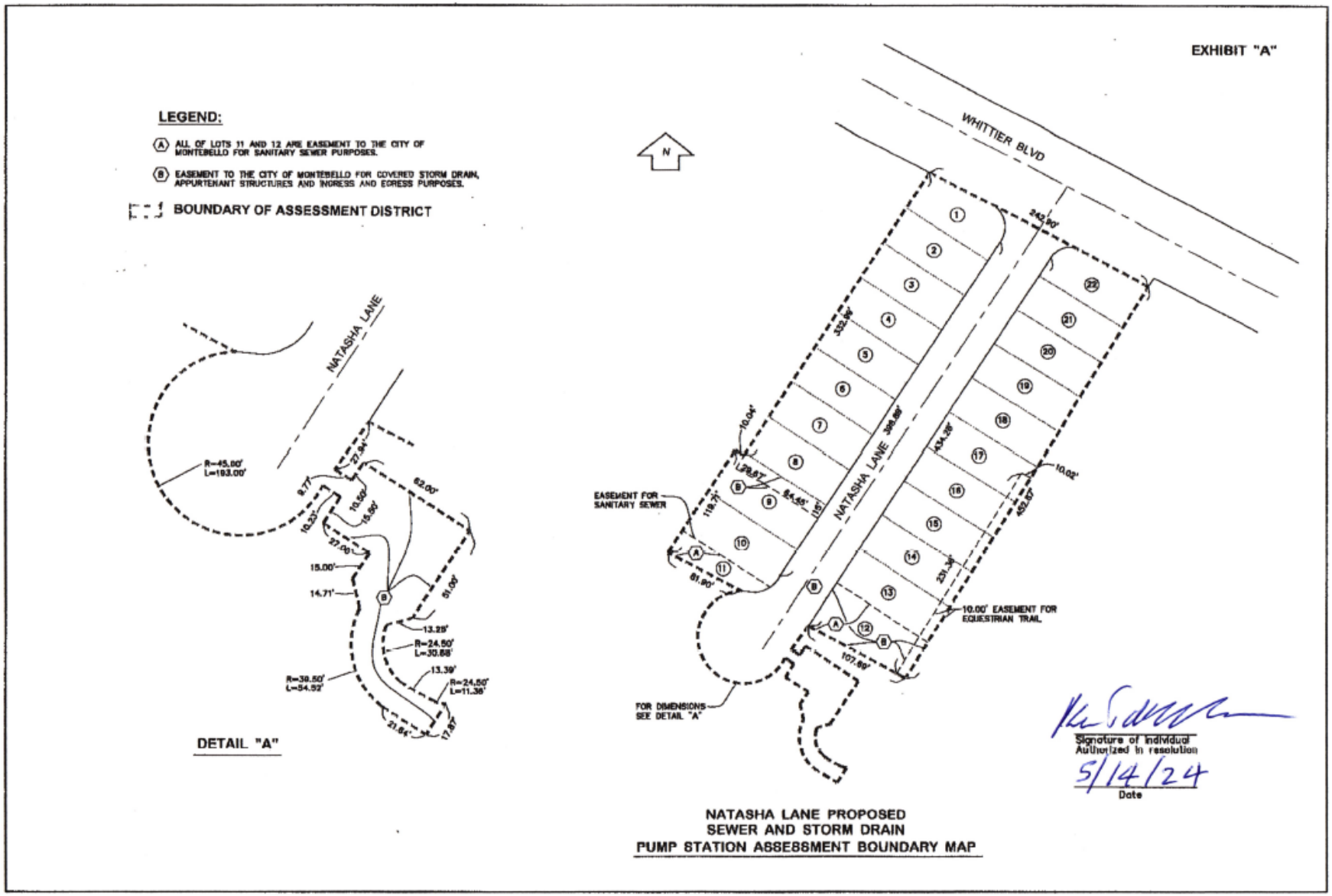


EXHIBIT "A"
LEGEND:
(A) ALL OF LOTS 11 AND 12 ARE EASEMENT TO THE CITY OF MONTEBELLO FOR SANITARY SEWER PURPOSES.
(B) EASEMENT TO THE CITY OF MONTEBELLO FOR COVERED STORM DRAIN, APPURTENANT STRUCTURES AND INGRESS AND EGRESS PURPOSES.
BOUNDARY OF ASSESSMENT DISTRICT
N
WHITTIER BLVD
NATASHA LANE
R=45.00'
L=193.00'
62.00'
51.00'
15.00'
14.71'
13.28'
R=24.50'
L=30.88'
13.39'
R=24.50'
L=11.38'
R=39.50'
L=54.52'
21.64'
17.87'
DETAIL "A"
EASEMENT FOR SANITARY SEWER
FOR DIMENSIONS SEE DETAIL "A"
10.00' EASEMENT FOR EQUESTRIAN TRAIL
10.02'
10.04'
107.69'
61.90'
Signature of Individual Authorized in resolution
5/14/24
Date
NATASHA LANE PROPOSED
SEWER AND STORM DRAIN
PUMP STATION ASSESSMENT BOUNDARY MAP

ATTACHMENT B – ALTERNATE RESOLUTION

RESOLUTION NO. 26-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO CONFIRMING ENGINEER'S REPORT AND ASSESSMENT FOR NATASHA LANE SEWER PUMP STATION AND STORM WATER PUMP STATION ASSESSMENT DISTRICT NO. 2005-2 AND LEVYING ASSESSMENTS ON ASSESSABLE LOTS AND PARCELS OF LAND IN SAID DISTRICT FOR FISCAL YEAR 2026-2027

RECITALS

WHEREAS, on April 22, 2026, pursuant to the Benefits Assessment Act of 1982, the City Council of the City of Montebello adopted Resolution No. 26-28 approving the Engineer's Report, the assessment diagram for Assessment District No. 2005-2 and the annual assessments for the Natasha Lane Sewer and Storm Water Pump Stations. At this meeting, the City Council also declared its intention to levy assessments on the lots and parcels of property therein for Fiscal Year 2026-2027 for the operation, maintenance, servicing, and capital replacement of the sewer and storm water pump stations, and any appurtenant improvements. In addition, the City Council directed staff to schedule a public hearing on the proposed levy and collection of assessments for 7:00 p.m. on June 24, 2026, as required by Section 53753 of the Government Code; and

WHEREAS, for purposes of levying the proposed assessments on the lots and parcels of property within the District, the Engineer's Report prepared by the City Engineer, with respect to the proposed assessments and the assessment diagram contained therein, which is on file with the City Clerk of the City Council, allocates the estimated costs of the improvements within the District and proposes the levy of assessments on the parcels within the District; and

WHEREAS, pursuant to Resolution No. 26-28, assessment ballots were mailed to the owners of record of all assessable parcels within the District and a public hearing was conducted in accordance with Article XIII D of the California Constitution and Section 53753 of the Government Code; and

WHEREAS, on June 24, 2026, the City Council held the public hearing and afforded all interested persons an opportunity to present testimony and submit protests regarding the proposed assessments; and

WHEREAS, at the conclusion of said hearing, the assessment ballots were tabulated and it was determined that a majority protest to the levy of the proposed assessments does exist; and

WHEREAS, the City Council may proceed, pursuant to Section 54711 of the Government Code, to adopt a resolution confirming the levy of the assessments on the assessable parcels of property in the District, and the adoption of such a resolution shall constitute the levy of assessments on all assessable lots and parcels of property within the District for Fiscal Year 2026-2027.

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

SECTION 1. Findings. The City Council finds:

(a) The preceding recitals are true and correct;

(b) The requirements of the Benefit Assessment Act of 1982, Chapter 6.4 (commencing with Section 54703) of Part 1 of Division 2 of Title 5 of the Government Code have been satisfied;

(c) The requirements of Section 53753 of the Government Code have been satisfied;

(d) The assessments proposed to be levied on the assessable lots and parcels of land in the District for the improvements during Fiscal Year 2025-2026 contained in the Engineer's Report, which is on file with the City Clerk of the City Council (the "Report"), are based on benefits derived by such lots and parcels from the availability of the improvements, and are not based on the ownership or value of such lots and parcels;

(e) For purposes of levying the proposed assessments on the lots and parcels of property within the District, the Report and the Assessment diagram contained therein allocates the estimated costs of the installation, operation, maintenance and servicing of the improvements within the District;

(f) Such assessments are based on special benefit conferred upon each such lot or parcel from the payment of the costs of the installation, operation, maintenance and servicing of the improvements;

(g) The proportionate special benefit derived by each of such lot or parcel has been determined in relationship to the entirety of the cost of the installation, operation, maintenance and servicing of the improvements;

(h) The amount of the assessment which is to be levied on each such lot or parcel is based upon and will not exceed the reasonable cost of the proportional special benefit conferred on that lot or parcel;

(i) The City Council may proceed to adopt a resolution confirming the assessments to be levied on assessable parcels of property in the District.

SECTION 2. Improvements. The improvements authorized for the District are:

(a) Maintenance, operation, servicing, repair, replacement, and rehabilitation of the sewer and storm water pump stations and all appurtenant facilities and equipment, but only if approved by the City Council at a future time

SECTION 3. Confirmation of Report. The Engineer's Report with the assessment diagram and the assessment contained therein for the payment of the costs of the operation, maintenance, servicing, and capital replacement of the improvements in the District for Fiscal Year 2026-2027 are confirmed.

SECTION 4. Levy of Assessments. Pursuant to Section 54715 of the Government Code, the adoption of this Resolution constitutes the levy of the assessments on assessable lots and parcels of property in the District for the operation, maintenance, servicing, and capital replacement of the improvements during Fiscal Year 2026-2027, as contained in the Report, and such assessments are levied. The City Clerk of the City Council is directed to file a certified copy of this Resolution, together with the confirmed assessment diagram and assessment contained in the Report, with the County Auditor of the County of Los Angeles, who, pursuant to Section 54716 of the Government Code, shall enter on the County Assessment Roll opposite each lot or parcel of land the amount assessed thereupon, as shown in said assessment..

SECTION 5. Duration of Assessments; Annual Adjustment for Increased Costs. The assessments which are to be levied on lots and parcels in the District shall be levied annually as long as the assessments are necessary to finance the cost of the improvements and the maintenance and servicing thereof. The annual amount of the assessment to be levied on each parcel of assessable property in the District in each fiscal year may be increased by the percentage increase in the Consumer Price Index – All Urban Consumers for the Los Angeles-Long Beach-Anaheim Area; provided, however, that the amount of the assessment to be levied on any assessable parcel in any fiscal year shall not be increased by more than seven and one-half percent (7.5%) and shall not, in any event, exceed the actual total cost of the proportional special benefit conferred on that parcel.

SECTION 6. Detachment of Territory. All assessable lots or parcels included within the District that are also included in existing Landscaping, Lighting and Park District No. 1 and are subject to the levy of assessments by Landscaping, Lighting and Park District No. 1 are hereby detached from Landscaping, Lighting and Park District No. 1 to the extent that the assessments levied by Landscaping, Lighting and Park District No. 1 finance the same improvements provided by the District.

SECTION 7: That the City Clerk shall certify the passage and adoption of this Resolution and that the same shall be in full force and effect.

[Signatures on the following page]

APPROVED AND ADOPTED this 24th day of June 2026.

_____
Georgina Tamayo, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 26-40 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 24th day of June 2026 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

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

DATE: _____

_____
Christopher Jimenez, City Clerk

EXHIBITS:

- Exhibit A – Boundary of Assessment District

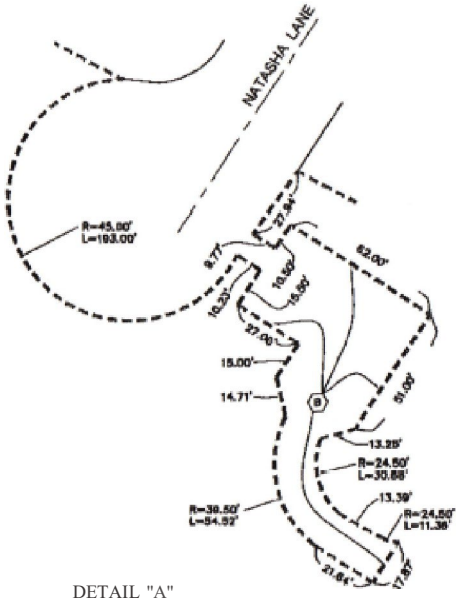
EXHIBIT "I"

LEOEND:

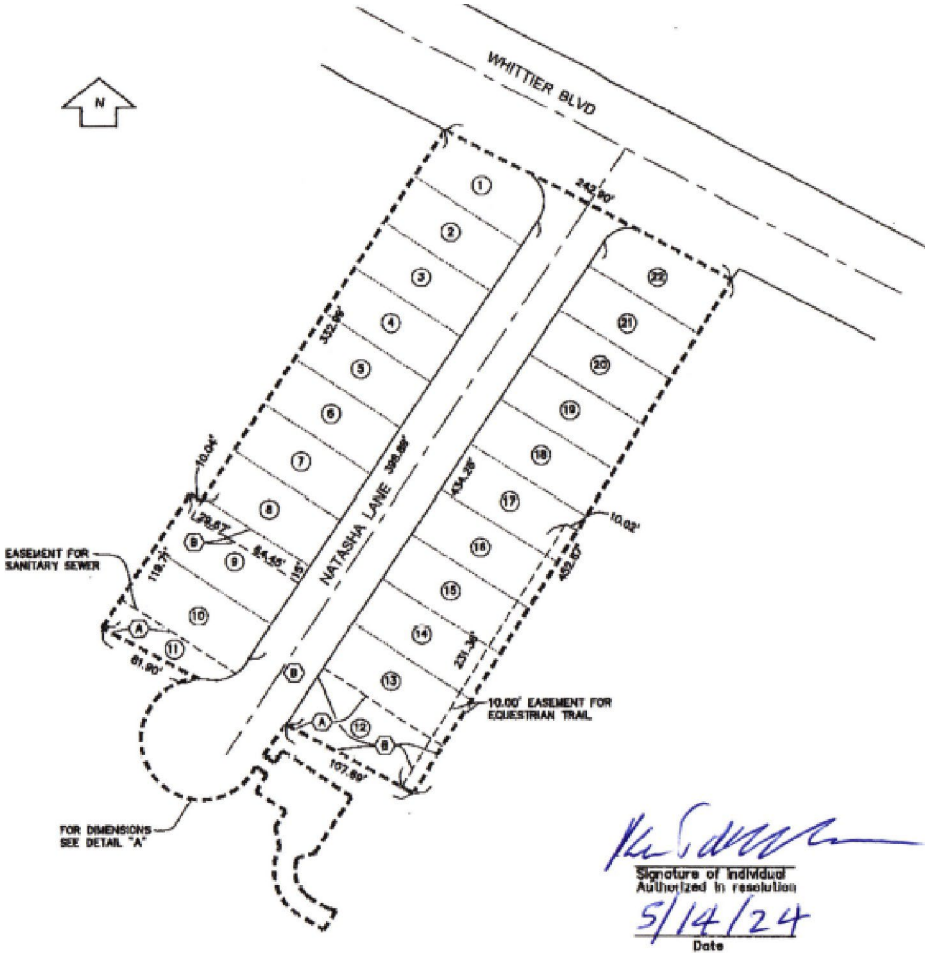
@ ??W,H??M cm°"

@??=t=.':':aT:?oiH,

|=- ; J BOUNDARY OF ASSESSMENT OIST'RICT



DETAIL "A"



Signature of Individual Authorized in resolution

5/14/24

Date

NATASHA 'U\NE PROfOBEO
SEWER AND STORM DRAIN
PUMP STATION A'66E88MEITT BOUNDARY M.IIP

ATTACHMENT C

CITY OF MONTEBELLO
ENGINEER'S REPORT
FOR
NATASHA LANE SEWER AND STORM WATER PUMP STATION
ASSESSMENT DISTRICT NO. 2005-2

For
FY 2026-2027

Georgina Tamayo, Mayor

Danielle Romero, Mayor Pro Tem

Scarlet Peralta, Councilmember

Salvador Melendez, Councilmember

Ric Alonzo, Councilmember

Engineer's Report
June 24, 2026

Prepared by the City of Montebello – Engineering Division

Cesar Roldan
Director of Public Works

CITY OF MONTEBELLO
ENGINEER'S REPORT
FOR
NATASHA LANE SEWER AND STORM WATER PUMP STATION
ASSESSMENT DISTRICT NO. 2005-2
(FISCAL YEAR 2026-2027)

SECTION I: AUTHORITY FOR REPORT

This report is prepared pursuant to the provision of the Benefits Assessment Act of 1982. Chapter 6.4 (commencing with Section 54703) of Part 1 of Division of Title 5 of the Government Code. The report for the maintenance and operation of the sewer pump station and storm water pump station benefits only the properties on Natasha Lane and covers the period July 1, 2026, through June 30, 2027.

SECTION II: PLANS

The Plans showing the locations of the sewer and storm water pump stations are illustrated herein as Exhibit A.

All of the above-mentioned items are on file in the Office of the City Clerk.

SECTION III: SPECIFICATIONS FOR MAINTENANCE

The sewer and storm water pump stations shall be maintained in such a manner as to always keep the systems in good working condition. The installation or construction of any facilities, parts, or systems associated to any improvements which are necessary or convenient for maintenance shall be initiated as required in a timely manner.

Maintenance includes both preventative and emergency repairs. Under the 10-Year Assessment Plan, funding for FY 2026–27 will cover the annual pro-rated share of the sewer and storm water pump lift station replacements, in addition to routine operations and administrative costs, to ensure ongoing operational reliability and regulatory compliance.

SECTION IV: PROJECT REVENUE & EXPENDITURES

	2025-26 ESTIMATE	26-27 PROJECTED
BEGINNING FUND BALANCE	**$56,480.57**	**$0**
REVENUE	**$21,498.86**	**$67,672.53**
EXPENDITURES		
Operating Costs (O&M, Admin Costs, Additional Repairs)	**$34,981.71**	**$25,587.16**
Pump Station Replacement - Sewer	**–**	**$450,000.00**

Pump Station Replacement – Storm Water	**–**	**$200,000.00**
Total Expenditures	**$34,981.71**	**$675,587.16**
Ending Fund Balance	**$0**	**($607,914.63)**

SECTION V: DIAGRAM

A Diagram showing the Assessor's parcel number and the dimensions of each lot or parcel of land within the District is on file in the Office of the City Clerk.

SECTION VI: ASSESSMENT

The improvements are to be funded by the levying of assessments on the benefiting properties. The "Municipal Improvement Act of 1913" and Article XIIID of the State Constitution require that assessments must be based on the estimated special benefit received by each property from the improvements. In addition, Article XIIID, Section 4, of the State Constitution requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred. Publicly owned properties that benefit from the improvements are also subject to assessment.

The Act and the State Constitution do not prescribe a specific method or formula for apportioning costs among properties. The responsibility for recommending individual assessments rests with an Apportionment Engineer, appointed to analyze the facts and determine the proper allocation. The City Engineer is hereby appointed as the Assessment Engineer.

Under the 10-Year Assessment Plan, the total cost of improvements including sewer and storm water pump lift station replacements, operations, and administrative expenses, is spread over ten fiscal years. Each property's annual assessment reflects its pro-rata share of costs for that year, ensuring a fair and proportional allocation in alignment with the special benefits received. Assessments are subject to annual adjustment based on changes in the Consumer Price Index (CPI), which may increase or decrease each year to reflect inflation and changes in operational costs.

All properties are assessed based on the Engineer's Estimate, which calculates each parcel's share of costs according to street frontage along Natasha Lane. This ensures that the assessment is directly proportional to the benefit each parcel derives from the improvements. The respective street frontages of each parcel have been analyzed, and the resulting assessments are detailed in the following table:

NATASHA LANE SEWER AND STORM WATER PUMP STATION
ASSESSMENT DISTRICT NO. 2005-2

10-YEAR ASSESSMENT PLAN – YEAR 1
ASSESSMENT ROLL

ASSESSMENT NO.	PARCEL NO.	FRONT FOOTAGE (LF)	10-YEAR PLAN ($/yr)
1	17	45.19	$3,683.56
2	18	41.00	$3,343.53
3	19	41.00	$3,343.53
4	20	41.00	$3,343.53
5	21	41.00	$3,343.53
6	22	41.00	$3,343.53
7	23	41.00	$3,343.53
8	24	41.70	$3,396.88
9	25	52.00	$4,321.38
10	26	45.27	$3,689.92
11	29	40.60	$3,308.39
12	30	40.00	$3,261.78
13	31	40.00	$3,261.78
14	32	40.00	$3,261.78
15	33	40.00	$3,261.78
16	34	40.00	$3,261.78
17	35	40.00	$3,261.78
18	36	40.00	$3,261.78
19	37	40.00	$3,261.78
20	38	38.24	$3,116.98
TOTAL	**-**	**829 LF**	**$67,672.53**

Please note: The amounts shown in the table reflect Year One of the 10-Year Plan. Assessments are subject to annual adjustment based on the Consumer Price Index (CPI) to account for inflation and changing operational costs. Future annual assessments may increase or decrease in proportion to changes in costs and CPI, while remaining proportional to the special benefit each parcel receives.

NATASHA LANE SEWER AND STORM WATER PUMP STATION
ASSESSMENT DISTRICT NO. 2005-2

ADDRESS OF PROPERTY OWNERS

Assessor's Parcel No.	Property Address
6348-006-017	101 Natasha Lane Montebello, CA 90640
6348-006-018	105 Natasha Lane Montebello, CA 90640
6348-006-019	109 Natasha Lane Montebello, CA 90640
6348-006-020	117 Natasha Lane Montebello, CA 90640
6348-006-021	121 Natasha Lane Montebello, CA 90640
6348-006-022	125 Natasha Lane Montebello, CA 90640
6348-006-023	129 Natasha Lane Montebello, CA 90640
6348-006-024	133 Natasha Lane Montebello, CA 90640
6348-006-025	137 Natasha Lane Montebello, CA 90640
6348-006-026	141 Natasha Lane Montebello, CA 90640

NATASHA LANE SEWER AND STORM WATER PUMP STATION
ASSESSMENT DISTRICT NO. 2005-2

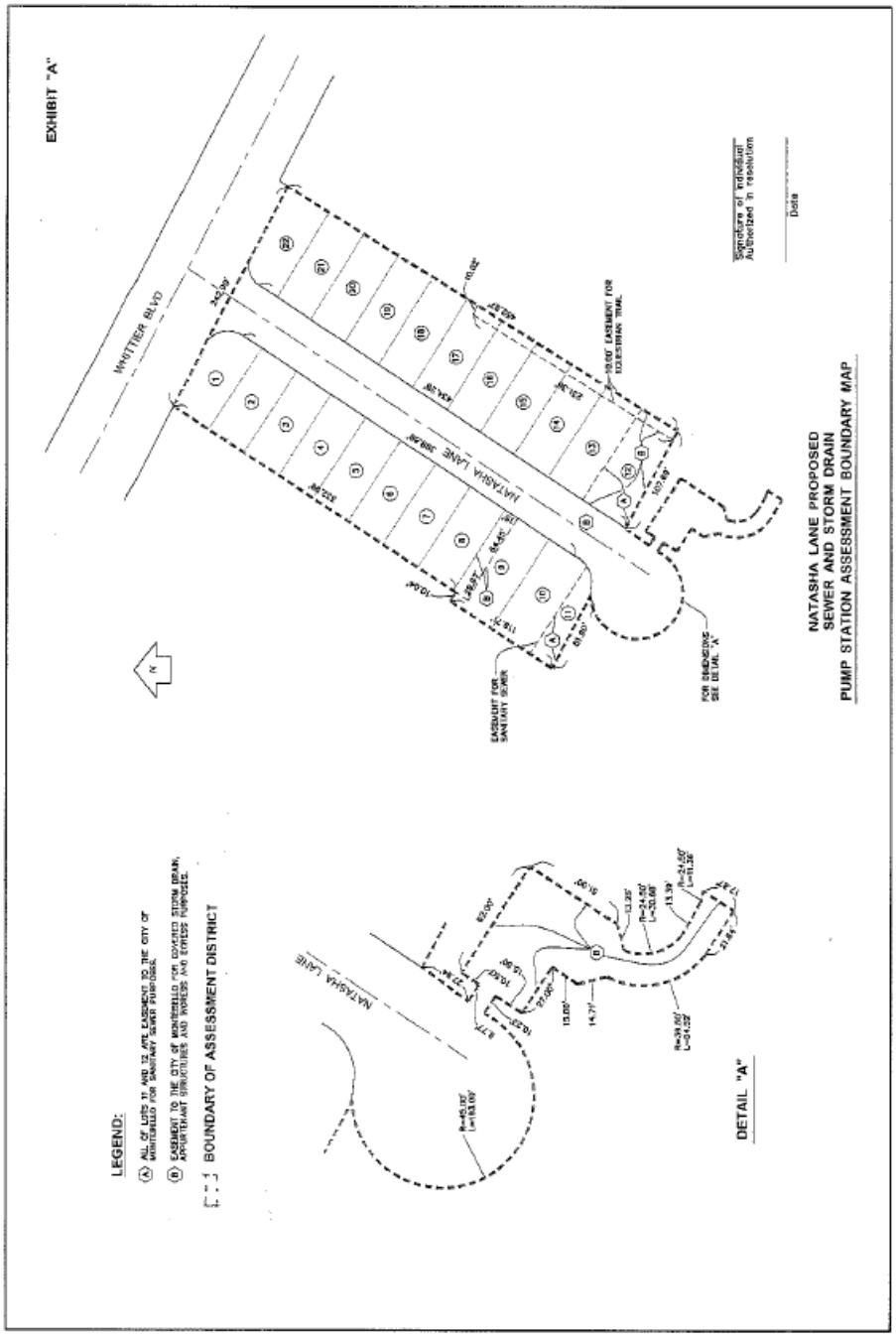
ADDRESS OF PROPERTY OWNERS

Assessor's Parcel No.	Property Address
6348-006-029	136 Natasha Lane Montebello, CA 90640
6348-006-030	132 Natasha Lane Montebello, CA 90640
6348-006-031	128 Natasha Lane Montebello, CA 90640
6348-006-032	124 Natasha Lane Montebello, CA 90640
6348-006-033	120 Natasha Lane Montebello, CA 90640
6348-006-034	116 Natasha Lane Montebello, CA 90640
6348-006-035	112 Natasha Lane Montebello, CA 90640
6348-006-036	108 Natasha Lane Montebello, CA 90640
6348-006-037	104 Natasha Lane Montebello, CA 90640
6348-006-038	100 Natasha Lane Montebello, CA 90640

NATASHA LANE SEWER AND STORM WATER PUMP STATION
ASSESSMENT DISTRICT NO. 2005-2

EXHIBIT "A"

BOUNDARY MAP



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MONTEBELLO NEWS

1007 N SEPULVEDA BLVD STE 1357, MANHATTAN BEACH, CA 90266
Telephone (323) 556-5720 / Fax (213) 835-0584

SAMANTHA NEVAREZ
CITY OF MONTEBELLO/CITY CLERK (LEAD)
1600 W. BEVERLY BLVD
MONTEBELLO, CA - 90640

WWA#: 4033677

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 - Levy of the Proposed Annual Assessments for the Natasha Lane Sewer and Storm Water Assessment District No.

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:

04/23/2026

Executed on: 04/23/2026
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 7 3 8 3 9 2 2 *

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 Chambers located at Montebello City Hall, 1600 West Beverly Boulevard, Montebello, California, on Wednesday, June 24, 2026, at 6:00 p.m.**, or as soon as possible thereafter as the matter can be heard, to consider the following:

Levy of the proposed annual assessments for the City of Montebello's Natasha Lane Sewer and Storm Water Assessment District No. 2005-2 for Fiscal Year 2026–2027.

Natasha Lane is a twenty-unit residential development located south of Whittier Boulevard and east of Bluff Road. As part of the development, sewer and storm water pump stations were constructed to serve the residences. The City of Montebello is responsible for the operation, maintenance, and future replacement of these facilities. The assessment district was established in 2005 to fund these costs. Due to aging infrastructure and required improvements, it is now necessary to levy annual assessments to cover operations, maintenance, and replacement of the pump stations and associated equipment. The Fiscal Year 2026–2027 assessments are part of a 10-Year Assessment Plan, which spreads the total costs of sewer and storm water pump station replacement, operations, and administrative expenses over ten years. The total cost of Year One (1) of the 10-Year Plan is $675,587.16. Each property's annual assessment reflects its pro-rata share of these costs, calculated based on frontage along Natasha Lane, and ensures a fair and proportional allocation in line with the special benefit each property receives.

For those interested in making public comments address the C[illegible] during the public comment period or public testimony period for Public Hearings by attending the Council Chambers located at Montebello City Hall, 1600 West Beverly Boulevard, Montebello, California on Wednesday, June 24, 2026, at 6:00 p.m. In addition, the City has created an email address ccpubliccomment@cityofmontebello.com where the public can submit written public comments no later than **Wednesday, June 24, 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://www.cityofmontebello.com/department/administration/city-clerk-s-office.html.

If you challenge the subject matter 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.

More information about the assessment district is available by contacting the Public Works Department at 323-887-1460:

Dated: April 22, 2026
Date published: April 23, 2026
Kimberly Guillen,
Director of City Clerk Services
4/23/26
WWA-4033677#
MONTEBELLO NEWS

ITEM # 5

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Joseph Palombi, Director of Planning & Community Development

SUBJECT: **APPROVAL OF AN EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN THE CITY OF MONTEBELLO AND PRIMESTOR DEVELOPMENT, LLC FOR THE POTENTIAL REDEVELOPMENT OF DOWNTOWN MONTEBELLO PROPERTIES**

DATE: June 24, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve the Exclusive Negotiation Agreement ("ENA") between the City of Montebello and Primestor Development, LLC for the evaluation and potential redevelopment of Downtown Montebello properties; and
2. Authorize the City Manager, or designee, to execute the ENA and any non-substantive administrative modifications approved by the City Attorney; and
3. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

Approval of the Exclusive Negotiation Agreement ("ENA") does not obligate the City to expend funds, convey property, approve a development project, or undertake any public improvements. Staff time associated with evaluating the potential redevelopment opportunity will be absorbed within existing departmental budgets.

Any future fiscal impacts associated with property disposition, public infrastructure improvements, structured parking facilities, financing mechanisms, development incentives, or public-private partnership agreements would be evaluated separately and presented to the City Council for consideration at a future date.

BACKGROUND/DISCUSSION:

The Downtown Montebello Specific Plan identifies the City's downtown core as a priority area for economic revitalization, mixed-use development, housing production, and strategic public investment. Consistent with these objectives, the City has explored opportunities to encourage private investment while preserving and enhancing Downtown Montebello as the civic and commercial heart of the community.

Primestor Development, LLC has expressed interest in pursuing a large-scale mixed-use redevelopment project within Downtown Montebello. As part of this effort, Primestor is actively evaluating the acquisition and assemblage of privately owned properties within the project area and has requested that the City enter into an Exclusive Negotiation Agreement to evaluate the potential integration of several City-owned parcels into a coordinated redevelopment strategy.

The proposed redevelopment area includes approximately 2.16 acres of City-owned property comprised of the following Assessor Parcel Numbers: 6346-027-001, 6346-027-002, 6346-027-904, 6346-027-006, 6346-028-912, 6346-027-019, 6346-027-901, 6346-027-903, and 6346-027-902. The ENA is intended to establish a framework for evaluating the feasibility of a potential mixed-use redevelopment project that may include residential, retail, public parking, and related infrastructure improvements. The proposed ENA contains a 180-day exclusive negotiation period with administrative extension authority delegated to the City Manager or designee.

ENVIRONMENTAL:

Approval of the ENA is not a project pursuant to Section 15378 of the California Environmental Quality Act (CEQA) Guidelines because it does not commit the City to a definite course of action regarding any specific physical development. Alternatively, the action is exempt pursuant to CEQA Guidelines Section 15061(b)(3), the common-sense exemption, because it can be seen with certainty that there is no possibility that approval of the ENA itself may result in a significant effect on the environment.

The ENA expressly provides that any future development proposal, property disposition, entitlement application, development agreement, infrastructure improvement, or financing mechanism resulting from the negotiation process will remain subject to all applicable CEQA requirements and any necessary environmental review.

ANALYSIS:

The proposed ENA does not approve a development project, transfer City-owned property, grant development entitlements, commit City funding, or obligate the City to enter into a future development agreement. Rather, the ENA establishes a formal process through which the City and Primestor may engage in exclusive good-faith negotiations and evaluate the feasibility of a coordinated redevelopment effort. The agreement contemplates due diligence investigations, conceptual planning activities, community outreach, infrastructure evaluation, parking planning, and negotiation of a

potential future Disposition and Development Agreement ("DDA"), should the parties determine that such an agreement is in their mutual interest.

The redevelopment concept currently under evaluation contemplates a mixed-use project of up to seven stories that could include residential housing, retail and commercial uses, structured parking facilities, public amenities, and streetscape improvements. The ENA also acknowledges that future development proposals may utilize provisions of State housing law, including the California Density Bonus Law, where applicable.

To ensure meaningful public participation, the ENA requires the developer to coordinate with the City to conduct a minimum of three publicly noticed community workshops, separate and apart from any required public hearings, during the conceptual planning process. These workshops will provide opportunities for residents, businesses, and stakeholders to provide feedback regarding land use, urban design, housing opportunities, mobility, parking, and other community considerations.

The agreement further recognizes the importance of long-term infrastructure planning and acknowledges that future structured parking facilities or other public improvements could potentially be supported through future Enhanced Infrastructure Financing District (EIFD) financing mechanisms. However, the ENA does not obligate the City to establish an EIFD, approve financing, construct infrastructure, or commit public funds. Any such actions would require separate City Council consideration and approval.

SUMMARY:

Staff recommends that the City Council approve the Exclusive Negotiation Agreement between the City of Montebello and Primestor Development, LLC for the evaluation and potential redevelopment of Downtown Montebello properties and authorize the City Manager or designee to execute the Agreement, together with any non-substantive administrative modifications approved by the City Attorney.

ATTACHMENT(S)

1. Exclusive Negotiation Agreement_Primestor_Downtown Montebello Project (Final)

CITY OF MONTEBELLO

AGREEMENT NO. 4560 – EXCLUSIVE NEGOTIATION AGREEMENT WITH PRIMESTOR DEVELOPMENT, LLC

EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT ("Agreement") is entered into this _____ day of June, 2026, by and between the CITY OF MONTEBELLO ("City'') and PRIMESTOR DEVELOPMENT, LLC ("Developer'') (collectively, the "Parties", and each a "Party"), under the terms and provisions set forth below.

RECITALS

WHEREAS, the City of Montebello seeks to advance the revitalization of key properties located in Downtown Montebello, identified as a strategic opportunity for mixed-use redevelopment and public-private investment pursuant to the Downtown Montebello Specific Plan;

WHEREAS, the City intends to evaluate the feasibility of assembling City Lots (as defined in these Recitals below), including public parking lots within the Downtown project area, together with any additional properties acquired or assembled by Primestor Development, Inc. (the "Developer"), for a potential mixed use redevelopment project that may include residential, retail, public parking, and other complementary uses as part of a broader Downtown revitalization effort (the "Project");

WHEREAS, the City owns certain parcels within the proposed project area identified as Los Angeles County Assessor's Parcel Nos. 6346-027-001, 6346-027-002, 6346-027-904, 6346-027-006, 6346-028-912, 6346-027-019, 6346-027-901, 6346-027-903, and 6346-027-902 ("City Lots"), totaling approximately 94,283 square feet (or approximately 2.16 acres), which may be critical to the functionality and viability of a larger mixed-use project serving both public and private interests;

WHEREAS, the City has expressed strong interest in working with the Developer to secure control of the block as part of a larger public-private revitalization strategy;

WHEREAS, the Developer is continuously engaging with property owners in the immediate area to acquire contiguous privately-owned parcels as part of the Project;

WHEREAS, the Developer and the City intend to evaluate how the City Lots may be integrated into a future development plan to enhance the economic and civic vitality of this key corridor with the potential for a proposed scaled seven (7) story mixed use project;

WHEREAS, the Parties acknowledge that this Agreement does not constitute a binding obligation to proceed with a specific project or entitlements but rather reflects a good-faith effort to explore a mutually beneficial redevelopment opportunity.

NOW, THEREFORE, the Parties agree to negotiate exclusively and in good faith upon the following terms and conditions:

1. NEGOTIATIONS.

1.1. Length of Negotiation Period.

Unless extended by mutual agreement, the period for exclusive negotiations between the Parties under this Agreement shall be for one hundred and eighty (180) days, commencing on _____, 2026, and terminating thereafter on _____, 2026 (the "Negotiation Period"); provided, however, that the Negotiation Period may be terminated earlier pursuant to the termination provisions of this Agreement. The City Manager or his or her designee, at his or her sole and absolute discretion, may extend the Negotiation Period in writing for no more than ninety (90) days per extension (the "Extended Negotiation Period"), provided Developer is not then in default under this Agreement and provided that Developer has made acceptable progress as determined by City and has, among other requirements as more particularly described below, provided evidence during the Negotiation Period that the Project is feasible within mutually agreed upon timeframes and terms.

1.2. Good Faith Negotiations.

The Parties shall negotiate diligently and in good faith during the Negotiation Period, and, if applicable, during the Extended Negotiation Period(s), to evaluate the feasibility of a coordinated redevelopment effort involving the City Lots as part of a broader mixed-use revitalization concept.

Developer intends to undertake due diligence and initial predevelopment efforts related to the Project, in parallel, the City will explore the potential integration of its adjacent parcels into the Project. The Parties acknowledge that the execution of a future Exclusive Negotiating Agreement, Disposition and Development Agreement, or similar instrument may be considered at a later date but is not required under this Agreement.

1.2.1. Potential Development Program and Density Bonus Acknowledgement.

The Parties acknowledge that the Project under evaluation may include a vertically integrated mixed-use development of up to seven (7) stories, subject to further design review, environmental review, and applicable entitlement approvals. The Parties further acknowledge that development standards applicable to the Project site may be governed by the Downtown Montebello Specific Plan, applicable provisions of the Montebello Municipal Code, and applicable State housing laws, including but not limited to the California Density Bonus Law set forth in Government Code Sections 65915 through 65918. Nothing in this Agreement shall be construed to limit the Developer's ability to seek incentives, concessions, waivers, reductions in development standards, or additional height, density, or floor area ratio (FAR) authorized under applicable State law.

The City acknowledges that the California Density Bonus Law may require the City to grant qualifying density bonuses, incentives, concessions, waivers, or development standard modifications necessary to physically accommodate qualifying residential or mixed-use development containing affordable housing, student housing, senior housing, or other qualifying units as provided by State law.

1.2.2. Entitlement Framework and CEQA Acknowledgement.

The Parties acknowledge that the Project site is located within the Downtown Montebello Specific Plan area, for which an Environmental Impact Report ("Specific Plan EIR") has previously been certified by the City in accordance with the California Environmental Quality Act ("CEQA"). The Parties further acknowledge that the Project may be eligible to utilize entitlement pathways contemplated under the Downtown Montebello Specific Plan and applicable provisions of the Montebello Municipal Code, including, where applicable, administrative approvals, ministerial actions, design review procedures, density bonus incentives, concessions, waivers, or other streamlined processing mechanisms authorized by State or local law.

Nothing in this Agreement shall be construed as a commitment or obligation by the City to approve any specific entitlement, land use application, development standard modification, site plan, density bonus request, waiver, concession, environmental determination, or other discretionary action. All proposed approvals shall remain subject to applicable provisions of CEQA, including the City's independent review and consideration of whether the Project is adequately covered within the

scope of the certified Specific Plan EIR, whether supplemental or subsequent environmental review may be required, and the City's retained police powers and legislative discretion.

The Parties further acknowledge that this Agreement is intended solely to facilitate good-faith negotiations and preliminary evaluation of a potential redevelopment opportunity and does not constitute a project approval, entitlement, vesting tentative map, development agreement, or other approval for purposes of CEQA or State planning and zoning law.

1.3. Exclusive Negotiations.

City shall not negotiate regarding development of the "The Project" with any other person or entity during the Negotiation Period and, if applicable, during the Extended Negotiation Period. Notwithstanding anything to the contrary herein, nothing in this Agreement shall preclude the City from allowing any temporary uses of the City Lots that the City deems appropriate, at its sole and absolute discretion.

2. SCHEDULE OF PERFORMANCE.

The Parties shall perform the following activities during the Negotiation Period and, if applicable, during the Extended Negotiation Period, and within the time periods set forth below:

2.1. Disposition and Development Agreement.

The Parties shall negotiate and, if mutually agreed, execute a Disposition and Development Agreement (or similar instrument) ("DDA") for the potential disposition of the City Lots within six (6) months of the effective date of this Agreement.

2.2. Document Production

All documents related to Developer's corporate, LLC, or partnership status, and the status of its members or partners, including but not limited to articles of incorporation, by-laws, proof of good legal standing, partnership agreements, operating agreements, joint venture agreements, and lists of members of boards of directors.

2.3. Litigation Disclosure

A written statement concerning any litigation in which Developer or Developer's partners or members is a party that may have an impact on the Project or the City's evaluation thereof, along with copies of relevant pleadings or filings, upon request.

2.4. Community Engagement and Public Outreach

The Parties acknowledge the importance of meaningful community engagement throughout the evaluation and conceptual planning process for the Project. During the Negotiation Period, Developer shall coordinate with the City to conduct a public outreach program intended to solicit community input regarding the proposed redevelopment concept, potential land uses, urban design considerations, mobility and parking considerations, housing opportunities, public amenities, and overall compatibility with the Downtown Montebello Specific Plan.

At a minimum, the public outreach program shall include no fewer than three (3) publicly noticed community workshops conducted at key stages of the conceptual planning process. Such workshops may include, but are not limited to:

1. An initial community visioning workshop intended to introduce the Project concept and solicit preliminary community feedback;
2. A subsequent workshop focused on the presentation of preliminary site planning, land use, design concepts, circulation, parking, and development intensity alternatives; and
3. A final workshop presenting refined conceptual plans and summarizing community feedback received during the outreach process.

The Parties acknowledge that public outreach conducted pursuant to this Section is intended to inform ongoing evaluation and negotiations only and shall not constitute a public hearing or formal entitlement proceeding under State law or the Montebello Municipal Code. Nothing herein shall limit the City's discretion with respect to any future entitlement application, environmental review, or legislative action associated with the Project.

2.5. Enhanced Infrastructure Financing District Coordination

The Parties acknowledge the importance of long-term infrastructure planning and parking availability to support continued revitalization within Downtown Montebello. In the event the City

establishes or participates in an Enhanced Infrastructure Financing District ("EIFD") pursuant to California Government Code Sections 53398.50 et seq., the Parties acknowledge that a structured public parking facility intended to support existing businesses, future mixed-use development, residential uses, and downtown economic activity may be considered a priority public infrastructure project within the Downtown area.

Nothing herein shall obligate the City to form an EIFD, approve any specific infrastructure financing plan, allocate tax increment revenues, construct any parking structure, or approve any public financing mechanism. However, the Parties acknowledge that future structured parking improvements may be necessary to accommodate phased redevelopment within Downtown Montebello and may be evaluated as part of future infrastructure planning efforts, financing plans, capital improvement programs, or public-private partnership opportunities.

The Parties further acknowledge that any future EIFD formation, infrastructure financing plan, bond issuance, public financing commitment, parking structure approval, or related action shall remain subject to all applicable public hearing requirements, CEQA review, and approval by the City Council and any other required participating taxing entities.

2.6. Preliminary Project Timeline and Phased Development Approach.

The Parties acknowledge that the Project is anticipated to proceed in multiple phases subject to market conditions, site assembly, entitlement review, financing availability, environmental review, infrastructure planning, and City approvals. While the timeline may evolve during the Negotiation Period and any subsequent agreements, the Parties currently anticipate pursuing a phased redevelopment strategy generally consistent with the following framework:

1. Phase 1 – Due Diligence and Conceptual Planning (Summer 2026 – Spring 2027)
    - Property acquisition and site assembly efforts;
    - Community outreach and stakeholder engagement;
    - Conceptual land use, circulation, parking, and urban design planning;
    - Preliminary entitlement strategy evaluation;
    - Environmental review and infrastructure assessment; and

- Negotiation of any subsequent Disposition and Development Agreement or related implementation agreements.

2. Phase 2 – Entitlements and Infrastructure Coordination (Spring 2027 – Winter 2027)
    - Submission and processing of applicable entitlement applications;
    - Coordination regarding parking, circulation, utility, and public infrastructure planning;
    - Evaluation of financing mechanisms, including potential EIFD participation or related public infrastructure tools;
    - Completion of CEQA review, as applicable; and
    - Finalization of development and implementation agreements.
3. Phase 3 – Initial Project Commencement (Target: Winter 2027)

Subject to obtaining all required approvals, financing, environmental clearances, and market conditions, the Parties anticipate that initial demolition, site preparation, infrastructure improvements, or vertical construction activities associated with the first phase of the Project could commence as early as Winter 2027.

The Parties acknowledge that the foregoing timeline is conceptual only and intended solely for planning and coordination purposes. Nothing herein shall constitute a binding construction obligation, guaranteed commencement date, development deadline, or commitment by the City to approve any Project entitlement, financing mechanism, or public improvement.

3. CITY APPROVAL OF SUBMISSIONS.

Within ten (10) business days after City receives any information or documents required to be submitted by Developer pursuant to Section 2 of this Agreement, City shall inform Developer of its acceptance or rejection of the submission. City may approve those portions of a submission that are satisfactory and reject those portions that are not, or may approve all or a portion of a submission subject to conditions requiring further submissions for City review and approval. If City rejects all or any part of a submission, City shall provide to Developer written notice of the reasons for such rejection within said ten (10)-day period. Developer shall then have ten (10) business days to correct or supplement its submission to respond to City's rejection. City shall consider in good faith approving Developer's reasonable request for an extension of the ten (10) business-day response

period for a submission based on factors not within Developer's control, provided, however, that any extension shall not otherwise negatively impact the Schedule of Performance in Section 2 of this Agreement or extend the Negotiation Period. Approvals on behalf of City shall be granted by the City Manager, or his or her staff designees.

4. RIGHT OF ENTRY.

Developer and its agents, contractors, and representatives shall have the right to enter upon the City Lots at any time during the Negotiation Period or Extended Negotiation Period(s), if applicable, to conduct investigations, tests, topographical surveys, appraisals, and studies, including geotechnical studies, soils tests and environmental site assessments. Developer shall not alter the City Lots except as needed to conduct the testing and other activities thereon as authorized by this Agreement, and Developer agrees upon completion of any testing or other activity under this Agreement to remove all debris, litter, equipment, and other materials placed on the City Lots by Developer or its agents, contractors, and representatives and to restore the City Lots as much as reasonably possible to its original condition. Developer shall give at least three (3) business days of advanced notice to Developer prior to entering the City Lots; provide City with the names of Developer's agents, contractors and/or representatives; provide the purpose and estimated duration of entry before undertaking any work; and take steps to minimize any disruptions.

Developer shall indemnify, defend and hold City and its elected officials, employees, and agents, harmless from any and all claims, demands, damages, losses, actions, liabilities, causes of action or judgments, including reasonable attorney's fees, which Developer may incur or be required to pay by reason of entry onto the City Lots and activities thereon by Developer or Developer's agents, employees, contractors or consultants, including, without limitation, any damages, injury or death to any person or property suffered by any person, firm or corporation, except to the extent the same are attributable to the sole negligence or willful misconduct of any person or entity acting on City's behalf or under City's authority. Notwithstanding any other provision of this Agreement, Developer shall have no liability to City or any other party by reason of, nor shall Developer have any duty to indemnify, defend or hold any person harmless from or against, any claim, demand, damage, loss, action, liability, cause of action or judgment, including without limitation, any claim for diminution in value of City Lots or for environmental remediation or clean-up costs, arising out of or in connection with the mere fact of having discovered and/or reported any adverse physical

condition, title condition or other condition or defect with respect to the City Lots. For the duration of this Agreement, Developer shall cause City to be named as an additional insured on commercial general liability insurance policies with coverage of at least $1,000,000 per occurrence and $2,000,000 aggregate; and shall cause certificates or such insurance to be delivered to City prior to entry on the City Lots by Developer and its agents, contractors, and representatives.

Notwithstanding any other provision in this Agreement, this right of entry shall not relieve Developer from the necessity of obtaining any applicable governmental approvals or permits that may be necessary to perform such tests or conduct other activities on the City Lots.

5. ADDITIONAL CEQA CONSIDERATIONS.

Developer understands and acknowledges that any DDA resulting from the negotiations arising from this Agreement (i) shall not bind any Party, or commit to any definite course of action, prior to CEQA compliance; (ii) shall not restrict City(as lead agency)from considering any feasible mitigation measures and alternatives, including the "no project" alternative; and (iii) shall not restrict City from denying the Project.

6. EFFECT OF NEGOTIATIONS.

Developer understands and acknowledges that the DDA resulting from the negotiations arising from this Agreement shall become effective only if and after such DDA has been considered and approved by the City Council in its sole and absolute discretion, and only if and after such DDA has been executed by the City Manager or his or her designee. Developer understands that the City Council retains the sole and absolute discretion to approve or not approve the Project or any alternative project proposed by Developer. If the terms of a mutually satisfactory DDA have not been negotiated by Developer and City staff during the Negotiation Period, and, if applicable, during the Extended Negotiation Period(s), or if the City Council declines to approve the DDA for any reason, then, without further action, this Agreement shall automatically terminate and no Party shall have further rights or obligations with respect to the other.

7. TERMINATION AND EXTENSIONS.

7.1. Time of the Essence.

Time is of the essence in this Agreement. Any Party's failure to timely perform according to the terms and conditions of this Agreement shall be considered a material breach of this Agreement.

7.2. Notice to City or Developer of Breach.

In the event that City or Developer fails to materially perform any of City or Developer's obligations pursuant to the terms and conditions of this Agreement within the time herein specified, City or Developer shall promptly give notice of such breach. City or Developer shall have a period of forty five (45) business days from receipt of such written notice within which to cure such breach.

7.3. Remedies Upon Developer Default.

If Developer fails to cure any material default during the cure period described above, this Agreement may be terminated upon written notice of termination from City, and thereafter no Party shall have any further rights or obligations hereunder.

7.4. Developer Discretion to Extend Time for Performance for Option Negotiation.

Notwithstanding the above, if Developer determines that it is in the best interest of Developer, Developer may extend the time for City's performance of any of the terms and conditions of this Agreement.

7.5. Default by City.

If City fails to cure any material default during the cure period described above, Developer's sole and exclusive remedy shall be the right to terminate this Agreement upon written notice of termination from Developer, and thereafter no Party shall have any further rights or obligations hereunder.

8. INDEMNIFICATION.

Developer shall indemnify, defend, and hold harmless City and City's officers, directors, members, employees, agents, contractors, and affiliated entities (collectively, the "City Representatives") from and against any and all claims, demands, liabilities, actions, causes of action, damages, losses, costs, and expenses, including without limitation reasonable attorneys' fees and litigation costs, arising out of or resulting from Developer's acts, omissions, negligence, willful

misconduct, or breach of this Agreement, except to the extent caused by the negligence or willful misconduct of City or any City Representative.

City shall indemnify, defend, and hold harmless Developer and its officers, directors, members, employees, agents, contractors, and affiliated entities (collectively, the "Developer Representatives") from and against any and all claims, demands, liabilities, actions, causes of action, damages, losses, costs, and expenses, including without limitation reasonable attorneys' fees and litigation costs, arising out of or resulting from City's acts, omissions, negligence, willful misconduct, or breach of this Agreement, except to the extent caused by the negligence or willful misconduct of Developer or any Developer Representative.

The obligations of Developer and City under this Section arising prior to the expiration or earlier termination of this Agreement shall survive the expiration or earlier termination of this Agreement.

In the event of any litigation challenging this Agreement, the negotiation or execution of this Agreement, or the negotiation or execution of any subsequent Disposition and Development Agreement for the Project, the parties shall cooperate in good faith to minimize defense costs. Upon the written request of the party providing the defense and indemnification, the other party shall reasonably consider rescinding, modifying, or taking other appropriate action with respect to the challenged approval or agreement; provided, however, that neither party shall be obligated to take any action that it determines, in its sole discretion, is contrary to its legal obligations, public duties, or best interests.

9. LIMITATIONS.

This Agreement does not obligate City to transfer any City Lots to Developer or any other person, nor does it obligate City to approve the Project or any other project.

Developer acknowledges and agrees that no City commitment to move forward with the Project can be made other than by formal action of the City Council by way of resolution or ordinance, whichever the case may be, and subject to the requirements of CEQA, and other applicable laws, and understands that such formal action will be at the City Council's sole and absolute discretion. Any costs incurred by Developer, Developer's members or partners, or other members of the Project

development team to comply with its obligations under this Agreement or to negotiate the DDA shall be the sole responsibility of Developer, and in no event shall City have any responsibility to pay for or reimburse Developer for any of said costs, or any damages whatsoever.

Developer understands and acknowledges that City is subject to the California Public Records Act, and therefore recognizes that City shall make information regarding City's property, the Project, Developer, and this Agreement available to the public upon request as required by said laws.

10. NON-DISCRIMINATION.

Developer agrees that there shall be no discrimination against, or segregation of, any person, or group of persons, on account of sex, race, color, age, marital status, religion, disability, creed, national origin, ancestry, sexual orientation, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-Related Conditions (ARCS) in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of any property, nor shall Developer establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, buyers, lessees, subtenants, sub-lessees or vendees of any City Lots.

11. NO ASSIGNMENT.

This Agreement is personal to Developer and is not assignable to any other person or entity without the prior written consent of City, in its sole and absolute discretion except for a newly formed single purpose entity or affiliate controlled by or under common control by Developer. Except for the foregoing, any attempt to assign this Agreement or any part of the Agreement without the prior written consent of City shall constitute a breach of this Agreement and shall be void and of no force and effect.

12. INFORMATION.

The Parties hereto agree to promptly furnish the requesting Party, without any warranty or representation, all material information within its possession or control concerning the applicable properties, including without limitation, copies of all topographical surveys, environmental reports, engineering studies, soil-bearing test data, appraisals and any similar reports and studies.

13. NOTICES.

All notices under this Agreement shall be sufficiently given if delivered, emailed (but only if simultaneously served by another method herein specified), or mailed by registered or certified mail, postage prepaid, addressed to:

All notices to City shall be sent to:

City of Montebello
1600 West Beverly Blvd.
Montebello, CA 90640
Attention: Joseph Palombi, Director of Planning and Community Development

All notices to Developer shall be sent to:

Primestor Development, LLC
9950 Jefferson Blvd., Building 2
Culver City, CA 90232
Attention: Arturo Sneider

Such addresses may be changed from time to time by written notice given in advance in accordance with this Section.

If mailed, the written notice shall be deemed received and shall be effective three (3) business days after deposit in the United States mail in the State of California or upon actual receipt by the addressee if earlier.

14. GOVERNING LAW.

This Agreement shall be construed in accordance with the laws of the State of California, except for those provisions preempted by federal law.

15. COUNTERPARTS.

This Agreement may be signed in multiple counterparts which, when signed by both Parties, shall constitute a binding agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, City and Developer have executed this Exclusive Negotiation Agreement as of the date set forth below their respective signatures.

CITY OF MONTEBELLO
A CALIFORNIA MUNICIPAL
CORPORATION

By: _____
Raul Alvarez,
City Manager

Date: _____, 2026

PRIMESTOR DEVELOPMENT, LLC
a Delaware limited liability company
By: Primestor Development, Inc.,
a Nevada corporation, its Manager

By: _____
Arturo Sneider,
Chief Executive Officer

Date: _____, 2026

Attest:

By: _____
City Clerk

Approved as to form:

By: _____
City Attorney

Place corporate seal here

ITEM # 6

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Joseph Palombi, Director of Planning & Community Development

SUBJECT: **APPROVE A RESOLUTION DECLARING THE CITY'S INTENTION TO ESTABLISH THE MONTEBELLO ENHANCED INFRASTRUCTURE FINANCING DISTRICT (EIFD) TO SUPPORT PUBLIC INFRASTRUCTURE AND ECONOMIC DEVELOPMENT INVESTMENTS**

DATE: June 24, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 26-46 declaring the City Council's intention to establish the Montebello Enhanced Infrastructure Financing District (EIFD) pursuant to Government Code Section 53398.50 et seq.; and
2. Establish the proposed boundaries of the Montebello EIFD, as described in the Resolution and accompanying map; and
3. Designate the City Council as the Public Financing Authority (PFA) for purposes of governing the EIFD, consistent with applicable State law; and
4. Direct staff and the City's consultants to prepare an Infrastructure Financing Plan (IFP) identifying eligible public infrastructure improvements, facilities, and financing mechanisms within the EIFD; and
5. Set a public hearing date and direct staff to provide all required notices and undertake all actions necessary to continue the EIFD formation process in accordance with State law; and
6. Authorize the City Manager, or designee, to take such additional actions and execute any documents necessary to implement the City Council's direction regarding the establishment of the Montebello EIFD; and
7. Take such additional and/or related action that may be desirable.

FISCAL IMPACT:

There is no immediate fiscal impact associated with the recommended action. The proposed Enhanced Infrastructure Financing District (EIFD) feasibility and planning effort is intended to evaluate the potential benefits, boundaries, financing capacity, and infrastructure investment opportunities associated with the formation of an EIFD within the City.

Should the City Council elect to proceed with EIFD formation following preparation of the Infrastructure Financing Plan (IFP), required public hearings, and consideration of tax increment participation by affected taxing entities, the earliest potential formation of the EIFD would occur in December 2026 following completion of the required public hearings and protest proceedings conducted by the Public Financing Authority (PFA).

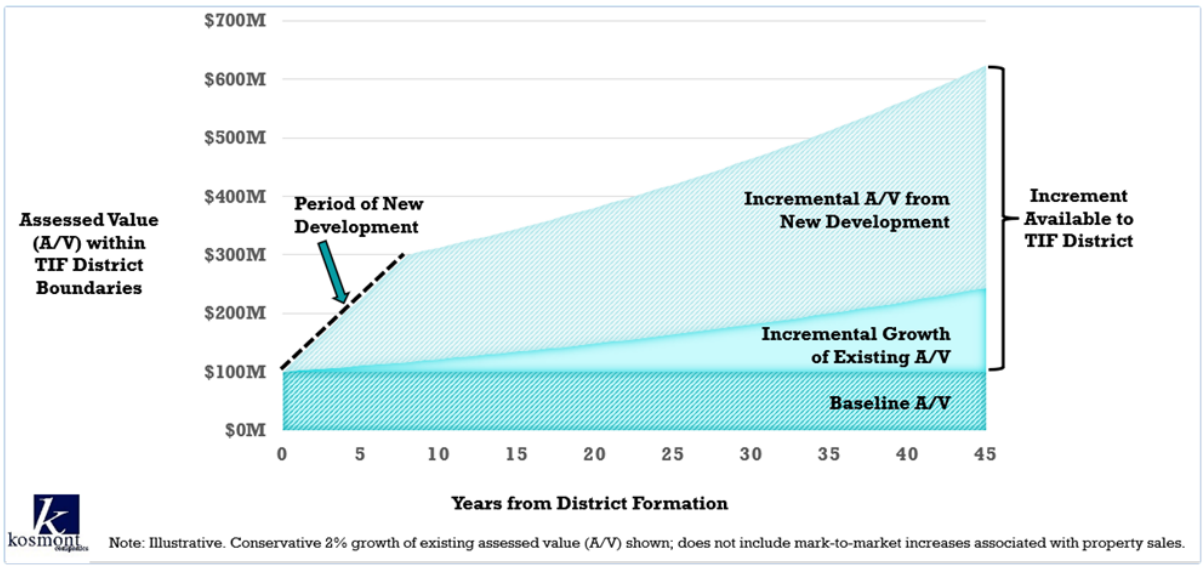
As part of the IFP development and review process, a comprehensive fiscal impact analysis will be prepared and presented to the PFA and City Council for consideration. The analysis will evaluate projected tax increment revenues, participation by affected taxing entities, administrative and implementation costs, financing capacity, infrastructure investment opportunities, anticipated General Fund impacts, and other long-term fiscal implications associated with EIFD formation and implementation.

Accordingly, any future fiscal commitments associated with the EIFD, including the City's proposed allocation of tax increment revenues, would be subject to separate review and approval by the City Council as part of the EIFD formation process. If formed in December 2026, the EIFD would begin receiving tax increment revenues generated from growth in assessed valuation above the established base year beginning in Fiscal Year 2027-28. The property tax revenue projections included in the recently adopted FY 2026-27 budget will not be impacted by the recommended actions.

BACKGROUND/DISCUSSION:

EIFDs aid cities in funding public facilities and other public investments to foster future development and increase property values. By capturing tax increment revenue generated within the district as new development occurs and property values increase over time, a portion of tax increment revenue is redirected from participating taxing entities to the EIFD. Importantly, the establishment of EIFDs does not increase property taxes or any other taxes for landowners within or outside the EIFD boundaries.

The following chart illustrates how tax increment captures new revenue from new development into the EIFD (note these dollars are for illustrative purposes only):



With grant funding support from the Southern California Association of Governments (SCAG), the City has been evaluating the use of an EIFD to facilitate economic development along key commercial corridors within the City (Beverly, Whittier, Washington) via investment in critical infrastructure. To date, staff and consultant Kosmont Companies have prepared detailed analyses and conducted numerous virtual and in-person community meetings. Feedback from stakeholder outreach has been positive thus far.

As part of the EIFD evaluation process, the City has conducted extensive community outreach to inform residents, business owners, property owners, and other stakeholders about the proposed district and to solicit public input. Outreach efforts to date have included an in-person community meeting held on March 26, 2026, a virtual community meeting held on April 28, 2026, and a hybrid community meeting held on June 11, 2026, which provided both in-person and online participation opportunities.

These meetings included presentations regarding the purpose of EIFDs, potential infrastructure investments, district boundaries, financing mechanisms, and opportunities for public feedback. The City will conduct outreach throughout the EIFD formation process to ensure stakeholders remain informed and opportunities to participate before any final action is considered by the City Council.

ENVIRONMENTAL:

The City Council's adoption of the Resolution of Intention and establishment of the Public Financing Authority (PFA) are exempt from the California Environmental Quality Act (CEQA) because they involve the creation of a government funding mechanism and constitute administrative and organizational activities of the City. Accordingly, these actions do not constitute a "project" under CEQA Guidelines Sections 15378(b)(4) and 15378(b)(5).

In addition, these actions will not result in a direct or reasonably foreseeable indirect physical change to the environment because the City has not committed to any specific

infrastructure project or development activity that may be funded through the Enhanced Infrastructure Financing District (EIFD). As a separate and independent basis for exemption, these actions are also exempt pursuant to CEQA Guidelines Section 15061(b)(3), the common-sense exemption, because it can be seen with certainty that there is no possibility that the adoption of the Resolution of Intention or establishment of the PFA may have a significant effect on the environment.

Any future projects, public infrastructure improvements, or facilities proposed to be funded, in whole or in part, through EIFD revenues will be subject to environmental review in accordance with CEQA prior to approval, as required by applicable law.

ANALYSIS:

Adoption of the City Council's Resolution of Intention (Attachment A) provides for the following:

1. **Preliminary boundaries of the EIFD.** The proposed EIFD boundaries are noted in color in Exhibit A of the Resolution of Intention. Though the exact boundaries of the EIFD are subject to further review and refinement as the formation process continues, the current boundary is focused on the Beverly, Whittier, and Washington Corridors. The land included in these boundaries totals approximately 230 acres (approximately 4.7% of the City).

2. **The public facilities and development proposed to be financed by the EIFD.** The activities listed under the Resolution of Intention include all eligible activities under the EIFD legislation and are listed in Exhibit B to the Resolution of Intention (more specific projects will be delineated in the required Infrastructure Financing Plan prior to district formation). Discussions so far at the staff level and during the community meetings have identified the following examples of potential projects to be funded:

    - Parking facilities and parking enhancements
    - Parks and recreation improvements
    - Streetscape
    - Affordable housing.
    - Fire and public safety improvements.

3. **Use of Incremental Tax Revenue.** The Resolution of Intention anticipates that a portion (not all) of the City's future property tax increment revenue generated within the EIFD will be allocated to the EIFD. The exact amounts will be determined in future resolutions adopted by the City Council. It is anticipated that the County will additionally participate in the EIFD, in which case, a portion of the County's property tax increment revenue will also be allocated to the EIFD.

4. **Establishes a Public Financing Authority to serve as the governing board of the EIFD.** Given the anticipated participation of the County in the

EIFD, the Public Finance Authority (PFA) membership is proposed to be comprised of two members of the City Council, one County Supervisor, one member of the public appointed by the City Council (to be appointed at a future date), and one member of the public appointed by the County Board of Supervisors. An alternate PFA board member will also be appointed to represent the City Council in the absence of a regular member.

5. **Sets a time and place for the first public hearing on the EIFD to be conducted by the Public Financing Authority.** The first public hearing is tentatively scheduled for November 10, 2026, at 6:00 p.m., or as soon thereafter as the matter may be heard, in the City Hall Council Chambers, 1600 West Beverly Blvd, Montebello, CA 90640.

Approval of the Resolution of Intention and appointments to the PFA begin a series of activities that will take place over the next several months, primarily by the PFA Board. The following schedule outlines the various key tasks and milestones in the formation process. As the following proposed schedule indicates, the final City Council approvals are expected to follow later in calendar year 2026.

Task	**Target Date**	**Notes**
Initial meeting of the Public Financing Authority (PFA)	August 2026	PFA will review the EIFD, potentially adopt bylaws, direct the preparation of the draft Infrastructure Financing Plan (IFP)
PFA meets to review draft IFP	October 2026	
City Council considers resolution approving the IFP and allocation of property tax increment	November 2026	
County Board of Supervisors considers resolution approving the IFP and allocation of property tax increment	November 2026	
PFA holds Public Hearing #1	November 2026	Additional comments taken; PFA takes action to modify or reject IFP, or otherwise proceed to Public Hearing #2
PFA holds Public Hearing #2 and Protest Proceeding	December 2026	If majority protest exists – PFA takes action to terminate EIFD. If no majority protest, PFA can propose adoption of the IFP and formation of the EIFD

Staff files EIFD with State Board of Equalization (BOE)	December 2026	

The IFP referenced in the timeline above becomes the roadmap for the work to be accomplished by the EIFD. The IFP will analyze the tax increment anticipated to be generated by the properties in the EIFD boundary, consider the cost of various infrastructure options to be considered for investment, evaluate the bonding capacity created by the tax increment generated, estimated general fund fiscal impacts, and provide a plan for how the EIFD will capture tax increment to fund infrastructure investments.

The IFP contents are currently under development and will be provided in draft format to the public, PFA, and City Council in accordance with the schedule above.
Public information is an important part of the EIFD formation process. A web page has been developed that would continue to serve as a resource to interested stakeholders: https://www.montebelloca.gov/departments/planning_community_development/economic_development_division/enhanced_infrastructure_financing_district__eifd_

Landowners and residents within the EIFD boundaries would also receive mailed notifications of public meetings and hearings throughout the formation process, and public hearings would additionally be advertised via local newspaper. In the event of a majority protest by property owners or residents within the boundaries, the formation proceedings would be discontinued.

SUMMARY:

The proposed Montebello EIFD represents a strategic economic development and infrastructure financing tool that would enable the City to leverage future growth in property tax revenues to fund public infrastructure, facilities, affordable housing, and other eligible capital improvements within targeted commercial corridors. Establishment of the EIFD would not increase taxes on residents, businesses, or property owners and would provide the City with a long-term mechanism to support infrastructure investments that enhance economic vitality, improve public amenities, and encourage private investment.

Adoption of the Resolution of Intention is the first formal step in the EIFD formation process and will allow the City to continue evaluating the feasibility of the district through preparation of an Infrastructure Financing Plan (IFP), public outreach, and required public hearings. The proposed EIFD boundaries, financing structure, and eligible projects will be further refined and evaluated throughout the formation process before final approval is considered.

Accordingly, staff recommends that the City Council:

1. Adopt Resolution No. 26-46 declaring its intention to establish the Montebello Enhanced Infrastructure Financing District (EIFD), establishing the Montebello Public Financing Authority (PFA), and initiating proceedings pursuant to Government Code Section 53398.50 et seq.; and
2. Appoint two members of the City Council to serve on the Public Financing Authority Board and appoint one member of the City Council to serve as the alternate Board member; and
3. Authorize staff to proceed with the preparation of the Infrastructure Financing Plan and undertake all actions necessary to continue the EIFD formation process in accordance with State law.

ATTACHMENT(S)

1. Draft Resolution of Intention - Montebello EIFD

RESOLUTION NO. 26-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO DECLARING ITS INTENTION TO ESTABLISH THE MONTEBELLO ENHANCED INFRASTRUCTURE FINANCING DISTRICT TO FINANCE THE CONSTRUCTION, ACQUISITION, REPAIR, REHABILITATION, REMEDIATION, AND/OR MAINTENANCE OF PUBLIC INFRASTRUCTURE IMPROVEMENTS, CAPITAL IMPROVEMENTS, AND FACILITIES, INCLUDING THE ACQUISITION AND/OR REMEDIATION OF LAND FOR SUCH IMPROVEMENTS AND FACILITIES; ESTABLISHING A PUBLIC FINANCING AUTHORITY; AND AUTHORIZING CERTAIN OTHER ACTIONS RELATED THERETO

WHEREAS, SB 628, effective as of January 1, 2015, allows a city or county to create a separate government entity known as an "Enhanced Infrastructure Financing District" (EIFD) within a defined area to finance certain infrastructure projects with community-wide benefits; and

WHEREAS, pursuant to Chapter 2.99 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with Section 53398.50) (the "EIFD Law"), the City Council of the City of Montebello ("Council") is authorized to initiate the process to establish an EIFD; and,

WHEREAS, EIFDs are financed through tax increment generated from the growth in property taxes collected from within a designated district boundary. There are no new taxes or impacts to the property owner within an established EIFD; and,

WHEREAS, EIFD tax increment may be used to pay for a variety of public facilities and other projects authorized by the EIFD Law within the established EIFD boundaries or outside of the established EIFD boundaries if there is a tangible connection to the work of the EIFD, including but not limited to infrastructure such as parking structures, parks and public recreation, roads, utilities, streetscapes, or other community facilities. Affordable housing, including affordable senior housing, is also an eligible activity; and,

WHEREAS, the City obtained a grant from the Southern California Association of Governments (SCAG), and coordinated through SCAG to retain Kosmont Companies as a consultant through a competitive procurement process to prepare an evaluation of EIFD implementation feasibility; and,

WHEREAS, the prerequisites set forth in Government Code Section 53398.54 have been complied with prior to the City initiating the creation of or participating in the governance of the EIFD, and the City will provide the required certification to the California Department of Finance ("DOF") in accordance with the EIFD Law; and,

WHEREAS, the proposed boundaries of the Montebello EIFD are identified on Exhibit A entitled "Proposed Montebello EIFD Boundary", a copy which is on file in the office of the City Clerk; and,

WHEREAS, the EIFD will be governed by a Public Financing Authority ("PFA") board which will be responsible for implementing the Infrastructure Financing Plan for the EIFD ("IFP"),

and the PFA is required to be established by the City Council at the same time that the Council adopts its intention to form the proposed EIFD; and,

WHEREAS, this action is exempt from the California Environmental Quality Act ("CEQA") as an action solely related to financing and is not in-and-of itself a "project" (pursuant to CEQA Guidelines Section 15378) since it does not result in a physical change in the environment because the City has not committed itself to fund any specific projects through the EIFD. However, future actions (such as the funding and/or approval of infrastructure improvements using funding from the EIFD) will be subject to environmental review in accordance with CEQA.

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

Section 1. The City Council of the City of Montebello proposes and intends to cause the establishment of an EIFD under the provisions of the EIFD Law.

Section 2. The name proposed for the EIFD shall be the "Montebello Enhanced Infrastructure Financing District."

Section 3. The proposed boundaries of the EIFD are as shown on Exhibit A attached hereto, which are preliminarily approved and on file in the office of the City Clerk and incorporated herein by reference.

Section 4. The types of public facilities and development proposed to be financed or assisted by the EIFD pursuant to the EIFD Law are those listed on Exhibit B, attached hereto and incorporated herein by reference.

Section 5. The City Council hereby finds that the EIFD is necessary for the area within the boundaries of the EIFD and the City. The City Council's stated goals for the EIFD are to create a means by which to assist in the provision of public facilities or other specified projects of communitywide significance that provide significant benefits to, promote economic development of, and enhance quality of life within, the boundaries of the EIFD or the surrounding community.

Section 6. The City Council hereby declares that, pursuant to the EIFD Law and if approved by resolution pursuant to Government Code Section 53398.68, incremental property tax revenue from the City of Montebello and some or all other affected taxing entities within the EIFD may be used to finance the activities described in Section 4 and listed on Exhibit B. The incremental property tax financing will be described in an IFP to be prepared for approval by the PFA, the City Council, and the legislative bodies of all participating taxing entities under EIFD Law.

Section 7. The City or County of Los Angeles may allocate tax revenues derived from local sales and use taxes imposed pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law (Part 1.5 (commencing with Section 7200) of Division 2 of the Revenue and Taxation Code) or transactions and use taxes imposed in accordance with the Transactions and Use Tax Law (Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code) to the EIFD pursuant to Government Code Section 53398.75.5, if applicable. The City Council does not

intend to contribute sales and use taxes or transactions and use taxes to the EIFD.

Section 8. The City Council hereby establishes the "Public Financing Authority of the Montebello Enhanced Infrastructure Financing District" to serve as the governing board of the EIFD:

A. The PFA membership shall be comprised initially of three members of the City Council appointed by the City Council and two public members selected by the City Council. Members shall serve at the pleasure of the City Council, as the case may be, and shall serve until their successor assumes office.

B. The City Council further declares that, pursuant to Government Code Section 53398.51.1, should another taxing entity agree to participate as a taxing entity, then the PFA membership shall be modified in accordance with Government Code Section 53398.51.1. For example, if the County of Los Angeles ("County") agrees to participate as a taxing entity and the participating taxing entities consist of the City and the County, then the PFA membership shall be modified to be two members of the City Council, one member of the County Board of Supervisors ("Board of Supervisors"), one member of the public appointed by the City Council, and one member of the public appointed by the Board of Supervisors. Members shall serve at the pleasure of their respective appointing legislative bodies and shall serve until their successor assumes office.

C. The legislative body of each participating taxing entity may appoint one of its members to be an alternate member of the PFA board who may serve and vote in place of a member who is absent or disqualifies themselves from participating in a meeting of the PFA.

D. The members are subject to compliance with the EIFD Law and all applicable ethics laws, including Article 2.4 (commencing with Section 53234) of Chapter 2 of the Government Code.

E. The City Council, and the governing bodies of any other participating entities shall comply with Government Code Section 54974.

Section 8. The City Council hereby sets the time and place for a public hearing of the PFA regarding the proposed EIFD and IFP, to be held on November 10, 2026, at 6:00 p.m., or as soon thereafter as the matter may be heard, at City Hall Council Chambers, 1600 W Beverly Blvd, Montebello, CA 90640.

Section 9. Pursuant to Government Code Section 53398.60, the City Clerk is hereby directed to mail a copy of this Resolution to the PFA and each owner of land (as defined in the EIFD Law), or alternatively with respect to the owners of land may mail a single-page notice of intention identified in Government Code Section 53398.60(b), within the EIFD and to each affected taxing entity (as defined in the EIFD Law). In addition, the City Clerk is hereby directed to cause notice of the public hearing to be published not less than once a week for four successive weeks in a newspaper of general circulation published in the City. The notice shall state

that the EIFD will be used to finance public works, briefly describe the facilities, briefly describe the proposed financial arrangements, including the proposed commitment of incremental tax revenue, describe the boundaries of the proposed EIFD and state the day, hour, and place, when and where any persons having any objections to the proposed IFP, or the regularity of any of the prior proceedings, may appear before the PFA and object to the adoption of the proposed IFP.

Section 10. The Successor Agency to the Redevelopment Agency of the City of Montebello (Successor Agency) has received a finding of completion, as specified in California Health and Safety Code Section 34179.7.

Section 11. In accordance with Government Code Section 53398.54, the City certifies to the DOF and to the PFA that no former Redevelopment Agency of the City of Montebello (Former RDA) assets that are the subject of litigation involving the State of California, where the City or the Successor Agency are a named plaintiff, have been or will be used to benefit any efforts of the EIFD unless the litigation and all possible appeals have been resolved in a court of law. The City Clerk is authorized and directed on behalf of the City to provide or make this certification to the DOF within 10 days after the City Council's action to participate in the EIFD pursuant to Government Code Section 53398.68 or the City Council's action to form the EIFD pursuant to Government Code Section 53398.69, by delivery of a copy of the appropriate Resolution or signing a separate certification, if and as required by the DOF.

Section 12. The State Controller has completed its review as specified in California Health and Safety Code Section 34167.5 of asset transfers between the Former RDA, the City or any other public agency. The Successor Agency and the City have complied with all of the State Controller's findings and orders stemming from such review.

Section 13. This Resolution in no way obligates the PFA to establish any EIFD.

Section 14. lf any section, subsection, phrase or clause of this Resolution is for any reason found to be invalid, such section, subsection, phrase or clause shall be severed from, and shall not affect the validity of, all remaining portions of this Resolution that can be given effect without the severed portion.

Section 15. This Resolution shall take effect immediately upon its adoption.

Section 16. The City Manager, or designee, are hereby authorized and directed to take all actions necessary or advisable to give effect to the transactions contemplated by this Resolution.

Section 17. The City Clerk of the City of Montebello shall certify as to the adoption of this Resolution.

APPROVED AND ADOPTED THIS 24TH DAY OF JUNE 2026.

_____
Georgina Tamayo, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 26-46 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 24th day of June 2026 and that said Resolution was adopted by the following vote, to-wit:

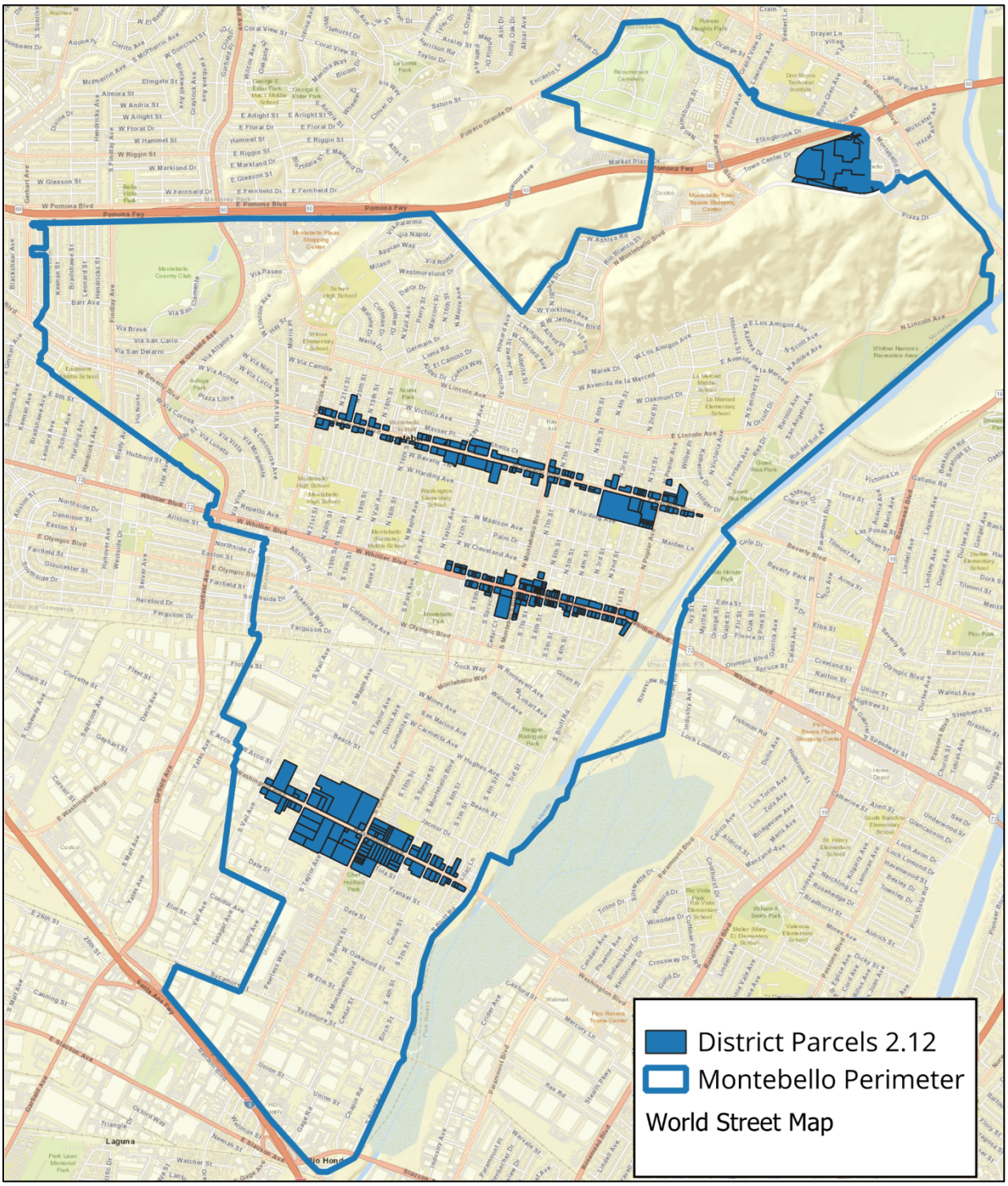
AYES:
NOES:
ABSTAIN:
ABSENT:

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
Draft Montebello Enhanced Infrastructure Financing District (EIFD) Boundaries



Proposed EIFD parcels are highlighted in color above and total approx. 230 acres.
Montebello City boundaries are noted for reference only.

EXHIBIT B

CITY OF MONTEBELLO
ENHANCED INFRASTRUCTURE FINANCING DISTRICT (EIFD)
LIST OF AUTHORIZED PUBLIC FACILITIES

The Montebello EIFD may finance the purchase, construction, expansion, improvement, seismic retrofit, or rehabilitation of any real tangible property with an estimated useful life of 15 years or longer which are public capital facilities or other projects of community-wide significance that provide significant benefits to the EIFD or the surrounding community. The EIFD may also finance the ongoing or capitalized costs to maintain public capital facilities financed in whole or in part by the EIFD. Facilities funded may be located outside the boundaries of the EIFD, as long as they have a tangible connection to the work of the EIFD as detailed in the infrastructure financing plan. The EIFD may also finance the planning and design work that is directly related to the purchase, construction, expansion, or rehabilitation of property. The EIFD may finance costs described in Government Code Sections [53398.52 [list of eligible improvements]] and 53398.56 [replacement housing and relocation obligations if required by actions of EIFD]. Projects financed by the EIFD may include, but not be limited to, all of the following:

- Parking facilities;
- Parks, recreational facilities, and open space;
- Affordable housing as authorized under the EIFD Law;
- Highways, interchanges, and ramps;
- Bridges;
- Arterial streets;
- Sewage treatment and water reclamation plants and interceptor pipes;
- Facilities for the collection and treatment of water for urban uses;
- Facilities for the transfer and disposal of solid waste, including transfer stations and vehicles;
- Storm water conveyance and collection facilities;
- Flood control levees and dams, retention basins, and drainage channels;
- Child care facilities;
- Libraries;
- Broadband and telecommunications infrastructure;
- Sidewalks and streetscape improvements;
- Bicycle lanes and paths;
- Public art;
- Corporation yards;
- Fire facilities;
- Police facilities;
- Brownfield restoration and other environmental mitigation;
- Projects that implement a sustainable communities strategy and transit priority projects;
- Acquisition, construction, or repair of industrial structures for private use;
- Acquisition, construction, or repair of commercial structures by the small business occupant of such structures, if such acquisition, construction, or repair is for purposes of fostering economic recovery from the COVID-19 pandemic and of ensuring the long-term economic sustainability of small businesses;

- Projects that enable communities to adapt to the impacts of climate change, including, but not limited to, higher average temperatures, decreased air and water quality, the spread of infectious and vector-borne diseases, other public health impacts, extreme weather events, sea level rise, flooding, heat waves, wildfires, and drought;
- Facilities in which nonprofit community organizations provide health, youth, homeless, and social services.

Other Expenses

In addition to the direct costs of the above facilities, other incidental expenses as authorized by the EIFD Law, including, but not limited to, the cost of environmental evaluation and environmental remediation; engineering and surveying; construction staking; utility relocation and demolition costs incidental to the construction of the facilities; costs of project/construction management; costs (including the costs of legal services) associated with the creation of the EIFD; costs of issuance of bonds or other debt of the EIFD or of any other public agency for authorized facilities and payment of debt service thereon; financing costs of improvements incurred by developers until reimbursement from the EIFD; costs incurred by the County or the EIFD in connection with the division of taxes pursuant to Government Code Section 53398.75; or costs otherwise incurred in order to carry out the authorized purposes of the EIFD; reimbursements to other areas for facilities serving the EIFD; and any other expenses incidental to the formation and implementation of the EIFD and to the construction, completion, inspection and acquisition of the authorized facilities.

ITEM # 7

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Ramon Figueroa, Director of Human Resources

SUBJECT: **ADOPT RESOLUTION NO. 26-52 APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MONTEBELLO AND THE MONTEBELLO POLICE MANAGEMENT ASSOCIATION**

DATE: June 24, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 26-52 approving a Memorandum of Understanding (MOU) between the City of Montebello and the Montebello Police Management Association (MPMA); and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Memorandum of Understanding (MOU) between the City and the Montebello Police Management Association (MPMA) for the period of July 1, 2026 through June 30, 2029 contains base salary increases, increases to education incentive pay, an increase to the uniform allowance, an increase in administrative leave hours and other non-economic changes and MOU language clean-up.

The salary increases over the three-year MOU term are five percent (5.0%) in July 2026, two and one-half percent (2.5%) in January 2027 and two and one-half percent in July 2027. The three-year estimated cost of the total 10.0% pay increase is $430,000 The estimated salary increase expenses also include PERS related costs. Since the employer share of PERS is calculated as a percentage of base pay, any increase to wages leads to an increase in pension expenses.

Members of this association are eligible for Education Incentive pay depending on the

degree or certificate achieved: Associate's Degree, Bachelors Degree/Advanced POST, Master's Degree and Management Certificate (Lieutenants). The monthly incentive amount for the Bachelors, Masters and Management degree/certificate is increasing, ranging from $50/month for a Bachelor's and Master's Degree and $200/month for the Management Certificate. The estimated three-year cost of these increases is $48,600

The total three-year estimated cost of this MOU is $478,100 – base salary increases, additional PERS costs, increases to education incentives and an increase to the uniform allowance (from $950/year to $1,200/year). The Fiscal Year 2026-27 budget was developed to anticipate these increases to salary and related employment expenses. Therefore, no budget amendment is needed as part of the recommended actions.

BACKGROUND/DISCUSSION:

In March 2026, the City began labor negotiations with MPMA ahead of the existing MOU expiring on June 30, 2026. The MPMA represents the classifications of Assistant Police Chief, Police Captain, and Police Lieutenant. The parties held multiple negotiation sessions and reached a tentative agreement on a three (3) year MOU effective July 1, 2026 through June 30, 2029. The tentative agreement has been ratified by the MPMA membership.

The major provisions of the tentative agreement include: base salary increases of five percent (5%) effective July 2026, two and one half percent (2.5%) effective January 2027, and two and a half percent (2.5%) effective July 2027; increasing education incentive pay by $50 per month for possession of a Bachelor's Degree or Advanced POST Certificate, by $50 per month for possession of a Master's Degree, and by $200 per month for possession of a POST Management Certificate.

Other key terms of the agreement include: increasing annual Administrative Leave hours from forty (40) hours to fifty (50) hours; increasing the annual uniform allowance by $250 per year; updating overtime eligibility for Watch Commander coverage from straight time to one and one half overtime rate, and clarifying language on other issues of employment.

As a full-service organization, the City depends on the experience, knowledge, and skills of the MPMA to maintain public safety, prevent and respond to criminal activity, and ensure the well-being of residents and property within the City's jurisdiction. Moreover, the proposed MOU would allow the City to remain competitive in the marketplace.

ENVIRONMENTAL:

None.

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council adopt Resolution No. 26-52 approving the proposed MOU between the City and MPMA for the period of July 1, 2026, to June 30, 2029, and direct staff to take such additional related action that may be desirable.

ATTACHMENT(S)

1. Attachment A - Resolution - MPMA
2. Exhibit A - MONTEBELLO MID-MANAGEMENT ASSOCIATION 2026-2029 MEMORANDUM OF UNDERSTANDING

ATTACHMENT A

RESOLUTION NO. 26-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING A COMPREHENSIVE MEMORANDUM OF UNDERSTADING AND THE TERMS AND CONDITIONS OF EMPLOYMENT AFFECTING THE DESIGNATED MONTEBELLO POLICE MANAGEMENT ASSOCIATION (MPMA) EMPLOYEES FOR THE PERIOD OF JULY 1, 2026 THROUGH JUNE 30, 2029

RECITALS

WHEREAS, the City of Montebello values the work of all its employees and seeks to maintain fair and mutually beneficial terms and conditions of employment for the good of the City and the employees, and

WHEREAS, representatives of the City and representatives of the bargaining unit named above have met, conferred, and negotiated in good faith regarding wages, hours, and terms and conditions of employment. As a result of such good faith negotiations, the City and the MPMA have agreed to a comprehensive Memorandum of Understanding (MOU) attached here as EXHIBIT A.

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

SECTION 1: The MOU between the City of Montebello and MPMA, dated July 1, 2026, through June 30, 2029, and attached, is hereby approved.

SECTION 2: That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED THIS 24TH DAY OF JUNE 2026.

_____
Georgina Tamayo, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 26-52 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 24th day of June 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

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MONTEBELLO
AND THE
MONTEBELLO POLICE MANAGEMENT ASSOCIATION

FOR JULY 1, 2026 THROUGH JUNE 30, 2029

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THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

PREAMBLE

Pursuant to Government Code Section 3500 *et seq.,* representatives of the City of Montebello ("City") have met and conferred in good faith with representatives of the Montebello Police Management Association ("MPMA" or "Association"), and have agreed to recommend that the City Council take the actions identified in this comprehensive Memorandum of Understanding (hereafter "Memorandum," "MOU", or "Agreement"). Upon ratification of this comprehensive MOU by majority vote of the MPMA membership as well as adoption by the City Council, all terms and conditions set forth herein shall become binding. This comprehensive MOU supersedes Resolution No. 23-28 adopted by the City Council on May 10, 2023. Except as otherwise modified herein, existing wages, hours and other terms and conditions for employment shall remain in full force and effect.

ARTICLE I - IMPLEMENTATION

SECTION A TERM

Period Covered. Three (3) years. From 7/1/2026 to 6/30/2029.

SECTION B RECOGNITION

The MPMA is the exclusive representative of the employees of the Assistant Police Chief, Police Captains, and Police Lieutenants bargaining unit for the purpose of meeting and conferring over wages, hours, and terms and conditions of employment.

SECTION C PROVISIONS OF LAW AND SEVERABILITY CLAUSE

Except as modified herein, all relevant federal, state, and local laws apply. Should any provisions of this MOU be found to be in violation of any law, rule or regulation, the remaining provisions will remain in full force and effect for the duration of this MOU.

SECTION D INCORPORATION OF CITY CODE, RULES, AND POLICIES

This MOU memorializes changes in terms and conditions for MPMA members as well as modifications of certain existing City codes, rules, and policies.

Incorporation of prior MOU references to City codes, rules, and policies have been adopted during ***"Meet and Confer"*** sessions and shall be considered adopted by reference in this MOU, specifically the following City policies which are attached as appendices to the MOU:

a. 2.060.590 Bilingual Pay
b. 2.060.565 Bereavement Leave
c. 2.060.227 Longevity Pay
d. 2.060.517 Educational Reimbursement Programs
e. 2.060.504 Employee Compensation and Benefits
f. 2.060.528 Education Incentive Pay

Unless the parties mutually and voluntarily agree to do so, neither party shall be obligated to negotiate over matters covered by, or within the scope of this Agreement, during the term of this Agreement.

SECTION E CITY DEDUCTIONS AND DUES

The City agrees to conduct dues deductions.

SECTION F EMPLOYEE LISTS

The City will provide the MPMA with the necessary contact information about bargaining unit members to allow the MPMA to conduct association business on behalf of those members.

SECTION G FULL UNDERSTANDING, MODIFICATION AND WAIVER

It is the purpose of this Memorandum to promote and provide for harmonious relations, cooperation and understanding between management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum; and to set forth the understanding of the parties reached as a result of good faith negotiations regarding wages, hours, and other terms and conditions of employment covered by this Memorandum. This Memorandum memorializes the terms and conditions for MPMA members as well as modifications of other existing City rules and policies. All other City rules, policies, and regulations shall be considered incorporated, by reference, in this MOU.

ARTICLE II – COMPENSATION

SECTION A SALARY INCREASE

The City shall increase the base salary of all MPMA members as follows:

a). Effective the first full pay period after July 1, 2026, base pay for each classification will be increased by five percent (5%).

b). Effective the first full pay period after January 1, 2027, base pay for each classification will be increased by two and one half percent (2.5%).

c). Effective the first full pay period after July 1, 2027, base pay for each classification will be increased by two and one half percent (2.5%).

Annual performance increases will remain on schedule for MPMA members who meet department expectations in their performance evaluation. Employees who achieve a satisfactory evaluation will generally receive a two (2) step increase. Any deviation down from the two (2) step increase shall be justified in writing and be approved by the Chief of Police, or designee. Any increase beyond two (2) steps must be approved by the City Manager.

SECTION B PAID OVERTIME FOR SPECIAL ASSIGNMENTS

MPMA members shall be eligible for paid overtime at a rate of up to one and one half (1.5) times their base salary, limited to special assignments where the overtime is fully reimbursable to the City through local, state, or federal grants, or private/other external funding sources. The rate of overtime (up to one and one half (1.5) times the member's base salary plus incentives) shall be determined by written agreement with the external funding source, who shall timely reimburse the City for overtime costs expended by the City for such special assignments.

Police Lieutenants shall be eligible for paid overtime at a rate of up to one and one half (1.5) times their base rate plus incentives for covering Watch Commander shifts as specified in Article II, Section D.

All MPMA members shall be eligible to receive straight time (1.0) rate overtime, paid at base rate plus incentives for court appearances, internal investigations, and training.

With prior approval of the Chief of Police or Bureau Commander, Lieutenants will be compensated at the rate of straight time when assigned internal affairs investigations that require working beyond their normal working hours.

SECTION C EMERGENCY CALL OUTS

With prior approval from the Chief of Police, MPMA members who are called out on a regular day off (RDO) shall be guaranteed a minimum of four (4) hours compensation regardless of the actual number of hours of the emergency called out. MPMA members will be paid overtime for emergency call outs at the rate of one and one half (1.5) times the member's base salary plus incentives in accordance with the Federal Fair Labor Standards Act (FLSA) guidelines.

SECTION D POLICE LIEUTENANT PAY

The City agrees to compensate Police Lieutenants at the overtime rate of one and one half (1.5) times (base rate plus incentives) for the following activity:

- To cover the Patrol Watch Commander position in the event of a vacancy or to cover for sick leave; annual leave; injured on duty (IOD), when a "Qualified Sergeant" is not available to move-up as described below.

    a) A "Qualified Sergeant' is defined as a Sergeant who is not on probation, has completed the 40-hour POST supervisor training course and has attended Title 15 training (jail operations).
    b) A Watch Commander "vacancy" is defined as: when there is not a Lieutenant or above on duty and a Qualified Sergeant is not available to move-up to cover the Watch Commander position.
    c) The City agrees that if overtime is required to fill the Watch Commander position, or a subordinate position through the move-up process, priority will go to the rank of Lieutenant.

For overtime, standard overtime calculation rules apply in accordance with Association's defined "hours worked" within a 40-hour work week or 14-day work period in accordance with employees designated schedule.

SECTION E ADMINISTRATIVE LEAVE CASH OUT OR CONVERSION

Effective the first full pay period after July 1, 2026, MPMA members shall receive fifty (50) hours of Administrative Leave per calendar year, posted during the first pay period each January. New employees entering the unit after January will receive a prorated amount.

During the first full pay period in January, upon posting of administrative leave hours for the new calendar year, MPMA members will have the option to cash out up to fifty (50) hours of administrative leave or to convert up to fifty (50) hours of administrative leave to the City's Deferred Compensation 457 Plan, or any unused administrative leave hours remaining from the previous calendar year, whichever amount is less. Hours will be paid at the member's current base rate of pay plus incentives.

Administrative Leave Hours are not considered "Hours Worked" when calculating overtime.

Upon separation or retirement, unused administrative leave hours shall be paid out at the employee's base rate of pay.

SECTION F UNIFORM ALLOWANCE

The City agrees to provide MPMA members a uniform allowance in the amount of one thousand two hundred dollars ($1,200) per fiscal year. This allowance shall be paid the second (2nd) pay period in August each year.

To the extent permitted by law, the City shall report this pay to CalPERS as compensation earnable per Title 2, CCR section 571(a)(5). For "new members" as defined by the Public Employees' Pension Reform Act of 2013, the uniform allowance will not be reported as compensation earnable to CalPERS. If an employee separates from City employment, the amount of uniform allowance reported to CalPERS will be prorated from the beginning of the fiscal year through the employee's separation date.

SECTION G MILITARY SERVICE INCENTIVE

1. The City agrees to provide MPMA members currently serving in an official branch of the federal or state armed services or have been honorably discharged from an official branch of the federal or state armed services, an additional two hundred and fifty dollars ($250) per month. This incentive will be added to the members' pay effective the first of the month following submission and approval of verifiable documentation.

2. This incentive is not considered Special Compensation under the California Public Employees Retirement System (CalPERS) guidelines; therefore, it cannot be used when calculating retirement.

SECTION H PHYSICAL FITNESS/WELLNESS PROVISION

The parties recognize that physical fitness is an essential component of job performance, officer safety, and overall wellness. MPMA members shall be permitted up to one (1) hour of on-duty physical fitness time per work shift, provided that operational needs are met and adequate staffing and supervisory coverage is maintained.

Such time shall be scheduled with prior supervisory approval and shall not result in overtime, backfill, or additional compensation obligations to the City. Approval of the fitness time shall not be unreasonably denied.

ARTICLE III - RETIREMENT

SECTION A CALPERS RETIREMENT TIERS

The City offers a defined retirement benefit plan through the California Public Employees' Retirement System ("CalPERS"). There are two (2) tiers of the retirement benefit plan depending on date of hire and/or status as "new member", as defined by Government Code, which define the employee contribution/cost sharing as follows:

Retirement Tier 1: Employees hired prior to January 1, 2013, or who are not "new members" under the California Public Employees' Pension Reform Act of 2013 ("PEPRA"), Gov. Code § § 7533, et seq. **These employees are also referred to as "Classic CalPERS Members."**

The current retirement formula is 3% at 50.

Retirement Tier 2: Employees Hired on or after January 1, 2013, and who are defined by the Public Employees' Pension Reform Act (PEPRA) as "new members."

The current retirement formula is 2.7% at 57.

SECTION B EMPLOYEE CalPERS CONTRIBUTION

A. Classic CalPERS Members (as defined by CalPERS):

Classic CalPERS Members pay the nine percent (9%) employee contribution toward their CalPERS pension. Each Classic CalPERS member shall also contribute an additional three percent (3%) of the employee member contribution of pensionable income to CalPERS for a total obligation by each Classic CalPERS member of twelve percent (12%).

B. CalPERS (PEPRA) Members (as defined by CalPERS):

New CalPERS (PEPRA) members, including each newly hired member, shall continue to pay their obligatory "half the actuarial normal cost" of their pension benefit (as determined

and regularly adjusted by CalPERS). The normal cost obligation for each PEPRA member is determined annually by CalPERS actuarial valuation reports. The City is prohibited by PEPRA from paying any portion of the member contribution for PEPRA members.

ARTICLE IV - POST-RETIREMENT BENEFITS

SECTION A RETIREE HEALTH BENEFITS

Full-time active MPMA safety members hired prior to June 26, 2019, or who immediately prior to joining the MPMA served as full-time active MPOA safety members.

The City agrees to continue to provide the Retiree Health Benefit, with qualifying prerequisites, terms and provisions as previously agreed to in the MOU between the City and MPMA for the 2003-2004 negotiations to all full-time MPMA or MPOA members hired prior to June 26, 2019. The terms and eligibility requirements remain and are clarified as follows:

1) The Retiree Health Benefit will be paid to eligible members throughout the employee's lifetime. Currently, continuation of benefits after a member's eligibility for Medicare is paid for the employee only (not to survivors) through a Trust Account to which the City currently contributes one percent (1%) of a member's salary. Should the Trust assets, at any fiscal year end, be less than three (3) times the current annualized benefits due, the City and MPMA shall meet and confer.

2) The Retiree Health Benefit will not apply to the employee's survivors.

3) To be eligible, the member must:

   a) be currently employed as an active full-time safety member of the MPMA.

   b) be at least fifty (50) years of age (no minimum age requirement for disability retirement, both industrial and non-industrial).

   c) retire directly from the City.

   d) have at least fifteen (15) full-time years of active City service at the time of service retirement. The fifteen (15) years does not have to be the result of contiguous employment; however, the employee's last five (5) years of employment immediately prior to retirement must be as an active, full-time safety employee of the City, or at least ten (10) full years of active City service at the time of disability retirement (both industrial and non-industrial). To be eligible for lifetime retiree medical benefits, all fifteen (15) years of service (ten [10] years for disability retirement), both industrial and non-industrial, must be within the City. Prior lateral service does not count toward retiree health benefits.

4) The monthly retiree benefit for MPMA members with less than twenty-five (25) years of full-time active service will be determined by the number of full years of City service multiplied by $25.00. Examples of calculations are as follows: Fifteen (15) years of City service multiplied by $25.00 = $375 per month; Twenty-four (24) years of City service

multiplied by $25.00 = $ 600 per month. The monthly retiree benefit only for MPMA members with twenty five (25) full years or more of active City service shall not be determined by the number of full years of City service multiplied by $25.00; rather all MPMA members who retire with twenty five (25) years or more of active full-time City service shall receive a flat rate equal to the value of the City's medical allowance for current MPMA members that is in effect at the time they retire. The retiree benefit for qualified disability (both industrial and non-industrial) retirement will be calculated in the same manner as for service retirements.

5) The monthly amount payable will be reduced by any amount paid by the City on the retiree's behalf toward medical insurance or any amount required to be paid by the City for any local, state, or deferral government retirement or medical plan or law.

6) The City will issue a warrant to the retired employee monthly for the amount of retiree benefit paid to the employee. These amounts will be considered taxable to the retiree. Retired employees may enroll in any health plan of their choice or may choose not to enroll in a health plan at their discretion.

B. Full- time members hired on or after June 26, 2019:

All full-time members hired on or after June 26, 2019, shall only, commencing the month following one full month of retirement and continuing through the period prescribed by law, receive the minimum employer health premium contribution as prescribed by Government Code section 22892 of the Public Employees' Medical and Hospital Care Act (PEMHCA). The retiree must be and remain enrolled in an eligible health benefit plan for the City to be obligated to pay the prescribed premium.

ARTICLE V – LEAVE BANKS

SECTION A FROZEN ANNUAL LEAVE BANK

Employees have the option of converting previously accrued Annual Leave to cash on an hour for hour basis so long as the employee makes an election before December 31 of each calendar year to receive the cash out in the following year. The accrued Annual Leave hours cash out will only be given to those employees who have made the affirmative election on or before the deadline by completing a form provided by the Finance Department. Employees will receive the cash out once per year, on the regular pay date, during the first full pay period in December. The maximum cash out of Annual Leave is 240 hours and shall be paid out at the employee's current base rate of pay plus incentives.

Annual Leave can be used upon approval by the Director/Chief based on the needs of the department.

Upon separation from the City, any remaining annual leave hours will be paid out to the employee at the member's current base rate of pay.

SECTION B VACATION LEAVE ACCRUALS

1. Accrual and Cap: Employees shall accrue Vacation Leave and shall have a maximum vacation accrual cap in the amounts listed below. Vacation hours shall not be accrued in excess of the annual accrual cap based on years of service.

FULL-TIME YEARS EMPLOYED (MONTHS)	ACCRUAL PER PAY PERIOD	ANNUAL ACCRUAL	ACCRUAL CAP
0 – 2 yrs. (0 – 24 months)	3.07 hours	80 hours	160 hours
2 – 9 yrs. (25 – 108 months)	4.62 hours	120 hours	240 hours
10 yrs. (109 – 120 months)	4.92 hours	128 hours	256 hours
11 yrs. (121 – 132 months)	5.23 hours	136 hours	272 hours
12 yrs. (133 – 144 months)	5.54 hours	144 hours	288 hours
13 yrs. (145 – 156 months)	5.846 hours	152 hours	304 hours
14 yrs. -19 yrs. (157 months - 228 months)	6.15 hours	160 hours	320 hours
20 yrs.	7.69 hours	200 hours	336 hours

2. Cash Out of Vacation Leave: Employees shall have the option of converting accrued Vacation Leave to cash on an hour for hour basis subject to the following: To cash out Vacation Leave hours, an employee must make an irrevocable election on or before December 31st of each calendar year, in order to receive cash for Vacation Leave hours in the following calendar year. The accrued Vacation Leave hours cash out will only be given to those employees who have made the affirmative election on or before the deadline by completing a form provided by the Finance Department. Employees will receive the cash out once per year, on the regular pay date, during the first full pay period in December. Vacation Leave shall be paid out at the member's current base rate of pay.

- All members with a minimum of eighty (80) hours of Vacation Leave may elect to cash out up to forty (40) hours annually. The annual optional election to either cash out or to convert up to forty (40) hours of Vacation Leave to the City's Deferred Compensation 457 plan shall be paid out at the member's current base rate.

3. Other Rules:

- Accrued Vacation Leave will be paid out at separation at the employee's current base rate of pay.

- Vacation hours will be considered hours worked for purposes of computing overtime.

- Employees will be allowed to take vacation leave during the first six (6) months of employment.

SECTION C SICK LEAVE ACCRUALS

1. Accrual and Cap: Employees shall accrue Sick Leave and shall have a maximum Sick Leave accrual cap in the amounts listed below.

ACCRUAL PER PAY PERIOD	ANNUAL ACCRUAL	SOFT ACCRUAL CAP
3.692	96	1,040

Sick Leave shall not be granted prior to ninety (90) days of employment.

2. Sick leave may be utilized for:
- Personal illness or injury of the employee;
- Authorized Emergency Leave: serious illness or injury of the employee's spouse, state registered domestic partner, or child, parents, siblings, grandparents, any of which that reside in the employee's residence (in accordance with Labor Code section 233);
- Where an employee who is a victim of domestic violence, sexual assault, or stalking for the purposes described in Labor Code sections 230(c) and 230.1(a);
- Cases of quarantine;
- Where exposure to contagious diseases would endanger the health of other employees.

3. Other Rules:
- Sick leave may be taken in increments of one-half (1/2) hour or more.
- Sick leave may not be used for denied Vacation Leave.
- For absences of over two (2) days, a medical certificate from a qualified physician may be required.
- To receive compensation while absent on Sick Leave, except in an emergency or due to extenuating circumstances, the employee shall notify their immediate supervisor, at least one (1) hour prior to employee's scheduled shift/start time. In an emergency, the employee shall report to their supervisor as soon as the situation reasonably allows.
- Sick hours will not be considered hours worked when computing overtime. When Sick Leave hours are used, any overtime will be at the rate of 1.0.
- Sick Leave hours over the soft accrual cap of 1,040 will be paid out at the rate of half (½) the current base rate of pay during the first (1st) pay period in January.
- After Sick Leave has been exhausted, employees may use accrued Vacation Leave.

SICK LEAVE CASH OUT AT SEPARATION:

Payout at separation based on years of service:

YEARS OF CONTINUOUS YEARS OF MONTEBELLO SERVICE	PAY OUT AT SEPARATION UP TO 720 HOURS BASED ON YEARS OF MONTEBELLO SERVICE
Less than five	0%
At least five but less than ten	25%
At least ten but less than fifteen	50%
At least fifteen but less than twenty	75%
Twenty or more	100%

*The City will pay out the hours to the employee at the current base rate of pay.

SECTION D HOLIDAY BANK

In the pay period containing January 1st of each year, a holiday bank shall be established for each employee at the rate equivalent to the employee's work schedule for each full holiday in the calendar year.

Annual Holiday Bank

Holiday Hour Bank	Accrual/Cash Out
12 Holidays x # of regular shift hours	Automatic cash out second (2nd) pay period in January of each calendar year

Shift Schedule	Annual Holiday Hours
4/10 Schedule	120 hours
3/12 & 8 Schedule	144 hours
9/80 Schedule	108 hours
5/40 Schedule	96 hours

Holidays

1. NEW YEAR'S DAY-January 1st
2. MARTIN LUTHER KING, JR. DAY- Third Monday in January
3. PRESIDENT'S DAY-Third Monday in February
4. MEMORIAL DAY- Last Monday in May
5. JUNETEENTH- June 19th
6. INDEPENDENCE DAY-July 4th
7. LABOR DAY-First Monday in September
8. COLUMBUS DAY/INDEGINOUS PEOPLE'S DAY- Second Monday in October
9. VETERAN'S DAY-November 11th
10. THANKSGIVING DAY-Fourth Thursday in November
11. DAY AFTER THANKSGIVING- Fourth Friday in November

12. CHRISTMAS DAY-December 25th

Employees entering the MPMA bargaining unit during the calendar year shall have a prorated holiday bank established containing all designated holidays remaining in the calendar year following their effective date of hire or entry into the MPMA.

Employees changing bargaining units/work schedules will have their bank adjusted for the remaining holidays in the calendar year.

All employees in the MPMA work without regard to holidays. An employee whose regularly scheduled workday occurs on an observed holiday may request to use their holiday hours for the day off (for a Holiday that has already been observed), but the decision to approve or deny the request shall be at the discretion of management.

*Employees must be an active employee on Payroll (hours submitted) at the time the holiday is observed in order to be eligible to receive the Holiday hours.

**Holiday hours are available to be used on or after the holiday is observed (Employee may not use holiday hours prior to the Holiday observation).

2. Cash Out of Remaining Holiday Hours

If an employee has not used all their holiday hours in the calendar year in which they are earned, they shall have the option to receive a cash payment or to convert to the City's 457 Deferred Compensation plan, for all remaining time in their holiday bank from the previous calendar year, at the base rate of pay plus incentives. This payment or conversion shall be made during the second (2nd) pay period in January of each calendar year. There shall be no carryover of any unused holiday hours from one (1) calendar year to another.

3. Employees Separating from the City

Employees who leave City employment shall be paid a pro-rata amount of unused holiday leave. The separating employee shall be paid all unused holiday hours equivalent to the number of recognized City holidays that occur between January 1st and the date of the employee's separation. The City will pay out the remaining hours to the employee at the current base rate of pay.

4. Other Rules

Holiday hours will be considered hours worked when computing overtime.

To receive holiday pay, an employee shall work or have approved leave on his/her last scheduled shift immediately preceding the holiday, and his/her first scheduled shift immediately after the holiday.

SECTION E COMPENSATORY TIME OFF (CTO) BANK

The maximum number of Compensatory Time Off (CTO) hours that may be accumulated by MPMA members is one hundred twenty (120) hours. At separation, CTO hours will be paid out at the member's current base rate of pay.

ARTICLE VI - MISCELLANEOUS PROVISIONS

SECTION A CITY ISSUED VEHICLES

MPMA members may be issued take home vehicles when approved by the Chief of Police, based on his/her discretion.

SECTION B WORK SCHEDULES

1. MPMA members may be assigned to the following work schedules dependent on organizational need.

a. 3/12 & 8 Work Schedule
b. 4/10 Work Schedule
c. 9/80 Work Schedule
d. 5/40 Work Schedule

2. Work schedule changes shall require a minimum of fourteen (14) calendar days' notice, except in the case of an emergency as determined by management.

SECTION C PROBATIONARY PERIOD

Unclassified employees will serve a twelve (12) month probationary period for the initial appointment to an unclassified classification represented by MPMA and a six (6) month probationary period for a promotional appointment to an unclassified position represented by MPMA. If a probationary employee is on leave for more than thirty (30) consecutive calendar days during the probationary period, the employee's probationary period shall be extended by the duration of the employee's leave. The probationary period may be extended up to six (6) months as determined by the Police Chief.

An unclassified employee may be released from probation by the Police Chief without cause and without right of appeal during the employee's probationary period. An unclassified employee who is released while serving a probationary period after promotion shall be returned to his/her previous classification provided the employee had attained regular status in that classification.

The provisions in the City's Municipal Code and Civil Service Rules and Regulations regarding probationary periods shall apply to classified employees.

SECTION D MANAGEMENT RIGHTS

Nothing in this agreement shall be construed to prohibit the City from exercising all management rights and prerogatives except those expressly waived in this agreement. The City has all rights to manage the City including the establishing of rules, directives, and orders except those expressly waived by this agreement. It is recognized that, except as expressly provided in this agreement, the City shall retain whatever rights and authority are necessary for it to operate and direct affairs of the City in all of its various aspects, including but not limited to the right to direct the working forces; to plan, direct and control operations and services of the City; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, suspend, discipline, or discharge; in compliance with POBR (Police Officer's Bill of Rights) and employment law; to make and enforce.

SECTION E AVOIDANCE OF INEQUITY

The City Manager shall possess the authority to promote equity and equality, directly and indirectly, to reduce instances of poverty. The authority of the City Manager shall encompass, but is not limited to, adjustment of the distribution of unequal and/or unjust resources and opportunities among City employees, to treat people uniquely by public policy to compensate for different circumstances, to adjust pay increases wherein inequity is present, to boost social cohesion and reduce political conflict.

SECTION F SHARED AGREEMENT CLAUSE

Nothing in this Agreement shall limit the Parties' ability to mutually agree, in writing, to implement different terms than those provided in this Agreement.

ARTICLE VII - EFFECTIVE DATE AND TERM OF AGREEMENT

This MOU shall be of no force and effect unless or until adopted by the City Council. If adopted, the term of this MOU shall be for **three (3) years. From 07/01/2026 to 6/30/2029.**

Stephen Sharpe **Date**

Montebello Police Management Association President

Raul Alvarez **Date**

City Manager

2.060.590 Bilingual Pay

Purpose

The purpose of this policy is to provide compensation guidelines for City employees that provide bilingual services to the residents and customers of the City of Montebello. This policy applies to only full-time employees.

Policy

It is the policy of the City to identify employees in positions designated as bilingual by the Director of Human Resources, that require, as a condition of employment, the performance of verbal and written bilingual skills, shall be entitled to Bilingual pay.

A. The City has identified and approved through demographical data the need for providing bilingual services in the following languages: Spanish, Russian, Chinese, Armenian, Korean, or Sign Language.

B. The Human Resources Department has identified and approved positions and level of required fluency in the second language that meet the operational needs of the City and its citizens.

C. The Human Resources Department shall contract with a third-party vendor to provide a testing system for compensating employees based on City needs.

Procedure

A. Employees must submit in writing a request to test for Bilingual Pay.

B. Employee must pass a bilingual proficiency test, in addition to any other job-related test requirement for a position.

C. ***Testing:***

1. Bilingual proficiency will be determined by standardized competency tests contracted through a third-party vendor by Human Resources.

2. The Human Resources Department will communicate with the Department when an employee has passed the competency test, the employee's

Department will submit a personnel action form for the incentive pay to begin on the 1st of the next month.

D. *Compensation:* Compensation shall be based on Bargaining Unit agreements:

Prior to May 2022:

Bargaining Unit	Monthly Incentive
Montebello Firefighters' Association	$100
Montebello Fire Management Association	$100
Montebello Police Officers' Association	$100
Montebello Police Management Association	$100
Montebello Supervisors' Association	$80
Montebello Mid-Management Association	$70
Montebello City Employees' Association	$80
Montebello Management Professionals' Association	$80
SMART-TD	$70
Un-represented full-time	$80

Effective July 1, 2022:

The Bilingual incentive will be based on the following criteria, and compensation for successfully passing an assessment for each (one language only):

- Speaking - $50.00 per month
- Writing - $50.00 per month
- Reading - $50.00 per month

Effective August 24, 2025:

The following bargaining units will receive the incentive pay listed below:

- **Montebello Management Professionals Association**
- **Montebello Supervisors' Association**
- **Montebello Mid-Management Association**
- **Montebello City Employees' Association**

The Bilingual incentive will be based on the following criteria, and compensation for successfully passing an assessment for each (one language only):

- Speaking - $75.00 per month
- Writing - $75.00 per month
- Reading - $75.00 per month

Effective November 16, 2025:

Montebello Executive Management Association will receive the incentive pay listed below. The bilingual incentive will be based on the following criteria, and compensation for successfully passing an assessment for each (one language only):

- Speaking - $75.00 per month
- Writing - $75.00 per month
- Reading - $75.00 per month

A. Staff currently receiving the bilingual incentive do not have to test again, unless they want to upgrade to the new three-pronged criteria and earn the increased compensation as outlined above.
B. Bilingual incentive will be calculated into overtime compensation when applicable.
C. Bilingual incentive pay will be reported as Special Compensation to CalPERS as applicable.

D. ***Administration:*** The Human Resources Department is responsible for administering the Bilingual Pay Policy. The Human Resources Department responsibilities shall also include a periodic review and report on the number and location of positions designated as bilingual.

(Revised: 05/22/2024; 08/13/2025; 08/27/2025; 11/12/2025)

2.060.565 Bereavement Leave

Purpose

The purpose of this policy is to provide guidelines for the use of leave associated with bereavement of an immediate family member.

Policy

It is the policy of the City to provide "Bereavement Leave" to full-time city employees to attend to the details of, and to grieve the death of an *immediate family member*.

A. *"Immediate family member"* shall mean the employee's parent, sibling, mother-in-law, father-in-law, spouse or registered domestic partner, child, grandparent, grandchild (including "Step" family members).

B. Full-time City employees shall be eligible to utilize up to 3 workdays/1-full fire safety personnel shift of bereavement leave annually, paid at the employee's current base rate of pay plus incentives, which will not be charged against their accrued annual or sick leave.

a. California Assembly Bill 1949 (AB 1949) requires employers to allow up to five (5) days of bereavement leave upon the death of a covered family member. The employees may use their leave banks for the additional days.

b. AB 1949 requires that the bereavement leave be completed within three (3) months of the date of death and specifies that the bereavement leave need not be taken consecutively.

C. In the event more than one request for use of bereavement leave per annuum is requested by a full-time employee, their request to utilize up to 3 workdays/1-full fire safety personnel shift shall be approved in accordance with AB 1949.

1. In this event, the affected employee may utilize available and accrued leave, including sick leave.

2. If the affected employee does not have sufficient accrued hours banked, they may be granted leave without pay.

D. Part-time employees shall be granted bereavement leave, following the same

criteria established for full-time employees, in accordance with AB 1949.

Procedure

A. It shall be the responsibility of the affected employee to immediately notify their immediate supervisor of the need to utilize bereavement leave.

1. The immediate supervisor shall complete the necessary documentation to facilitate the use of bereavement leave.
2. The immediate supervisor shall ensure the appropriate authorities are notified of the leave notification.

B. Upon the return of the affected employee, any additional documentation and signatures shall be obtained.

C. In the event additional hours are requested, the affected employee shall make the request in writing providing the reasons for such a need.

1. Upon receiving the request for additional hours, the immediate supervisor shall forward the request to the appointing authority with their recommendation.
2. Use of accrued and available leave, including sick leave, may be utilized for any additional hours requested above the allotted bereavement leave.

Montebello Fire Management Association	48 hours/1 shift (Fire Battalion Chief & Deputy Fire Chief) 30 hours (Fire Marshal)
Montebello Firefighters' Association	48 hours/1 shift
Montebello Police Management Association	30 hours
Montebello Mid-Management Association	30 hours
Montebello Supervisors Association	30 hours
Montebello Police Officers' Association	30 hours

Montebello City Employees' Association	30 hours
Montebello Management Professionals Association	30 hours
SMART-TD	24 hours
Non-Represented Full Time	30 hours

(Revised: 04/27/22; 04/26/2023; 5/22/24)

2.060.227 Longevity Pay

Purpose

The purpose for longevity pay is to recognize long-term service employees that work for the City of Montebello.

Policy

The City will pay the amount agreed to for longevity pay as adopted by City Council.

Procedure

Each department will keep track of their employees' dates of service and eligibility for longevity pay. The department will issue a personnel action form to the Human Resources Department to reflect the start of eligibility and each increase to the longevity pay tier based on the employees' collective bargaining agreement.

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

A. For longevity purposes only, the following shall count as LAW ENFORCEMENT SERVICE:

a. For full-time City of Montebello employees who are in either the MPMA unit or the MPOA unit as of July 1, 2019, all continuous service as an active, full-time City of Montebello law enforcement department member, whether sworn or unsworn, plus any verifiable prior lateral continuous service as an active, full-time sworn police, police supervisory, or police management unit member, shall count toward years of longevity.

b. For MPMA unit members who join the MPMA unit on or after July 1, 2019, without prior continuous service as an active, full-time City of Montebello law enforcement department member, only verifiable prior lateral continuous service as a full- time sworn police, police supervisory, or police management unit member shall count toward years of longevity.

B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the fourth (4th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit

member's fifth (5th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive two percent (2%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the sixth (6th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's tenth (10th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive four percent (4%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the eleventh (11th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's fifteenth (15th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive seven percent (7%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

E. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the sixteenth (16th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's twentieth (20th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive ten percent (10%) of

his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

F. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twenty-first (21th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's twenty-fifth (25th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive thirteen percent (13%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

G. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twenty-sixth (26th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the MPMA unit member's remaining years of full-time City MPMA unit service, an MPMA unit member shall receive fifteen percent (15%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

MPMA Longevity Chart	
Completed Years of Service	Longevity Percentage
3 years completed	2%
5 years completed	4%
10 years completed	7%
15 years completed	10%
20 years completed	13%
25 years completed	15%

MONTEBELLO FIRE MANAGEMENT ASSOCIATION

Effective the first (1st) full pay period after MOU adoption, for full-time City of Montebello employees who are in the MFMA unit, all continuous service as an active, full-time City of Montebello fire service sworn, plus any verifiable prior Lateral continuous service with another fire service agency as an active, full-time sworn firefighter, firefighter paramedic, fire engineer, fire captain, or fire battalion chief shall count toward years of longevity.

Effective the first (1st) full pay period after MOU adoption, Longevity pay shall consist of:

A. A (4%) base salary increase at the completion of five (5) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 10th year.

B. The (4%) base salary increase shall be increased to a (7%) base salary increase at the completion of ten (10) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 15th year.

C. The (7%) base salary increase shall be increased to a (10%) base salary increase at the completion of fifteen (15) years aggregate active service as a full- time City of Montebello Sworn personnel unit member which the unit member shall continue to receive through the completion of the unit member's 20th year.

D. The (10%) base salary increase shall be increased to a (13%) base salary increase at the completion of twenty (20) years aggregate active service as a full-time City of Montebello sworn personnel unit member which the unit member shall continue to receive through the completion of the unit member's 25TH year.

E. The (13%) base salary shall be increased to a fifteen percent (15%) base salary increase at the completion of twenty-five (25) years aggregate active service as a full-time sworn fire personnel as defined above, which the unit member shall continue through the unit member's remaining years of full-time City sworn unit member service.

Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

Longevity shall be paid on a biweekly basis and reported to CalPERS accordingly, under CalPERS guidelines.

MFMA Longevity Chart	
Completed Years of Service	Longevity Percentage
5 years completed	4%
10 years completed	7%
15 years completed	10%
20 years completed	13%
25 years completed	15%

MONTEBELLO FIREFIGHTERS' ASSOCIATION

For longevity purposes only, the following shall count as LATERAL SWORN FIRE SERVICE:

For full-time City of Montebello employees who are in the MFA unit all continuous service as an active, full-time City of Montebello fire service sworn, plus an verifiable prior Lateral continuous service with another fire service agency as an active, full-time sworn firefighter, firefighter paramedic, fire engineer, or fire captain shall count toward years of longevity.

Each unit member with three (3) years aggregate service as a full-time sworn Fire Service unit member shall be eligible for longevity pay. Longevity pay shall consist of:

Effective the first (1st) full pay period after MOU adoption, Longevity pay shall consist of:

a. A two percent (2%) base salary increase at the completion of three (3) years aggregate active service as a full-time sworn fire personnel as defined above,

which the unit member shall continue to receive through the completion of the unit member's fifth (5th) year.

b. The two percent (2%) base salary shall be increased to a four percent (4%) base salary increase at the completion of five (5) years aggregate active service as a full-time sworn fire personnel as defined above, which the unit member shall continue to receive through the completion of the unit member's tenth (10th) year.
c. The four percent (4%) base salary shall be increased to a seven percent (7%) base salary increase at the completion of ten (10) years aggregate active service as a full-time sworn fire personnel as defined above, which the unit member shall continue to receive through the completion of the unit member's fifteenth (15th) year.
d. The seven percent (7%) base salary shall be increased to a ten percent (10%) base salary increase at the completion of fifteen (15) years aggregate active service as a full-time sworn fire personnel as defined above, which the unit member shall continue to receive through the completion of the unit member's twentieth (20th) year.
e. The ten percent (10%) base salary shall be increased to a thirteen percent (13%) base salary increase at the completion of twenty (20) years aggregate active service as a full-time sworn fire personnel as defined above, which the unit member shall continue to receive through the completion of the unit member's twenty-fifth (25th) year.
f. The thirteen percent (13%) base salary shall be increased to a fifteen percent (15%) base salary increase at the completion of twenty-five (25) years aggregate active service as a full-time sworn fire personnel as defined above, which the unit member shall continue through the unit member's remaining years of full-time City MFA unit service.

Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

Longevity shall be paid on a biweekly basis and reported to CalPERS accordingly, under CalPERS guidelines.

MFA Longevity Chart	
Completed Years of Service	Longevity Percentage
3 years completed	2%
5 years completed	4%
10 years completed	7%
15 years completed	10%
20 years completed	13%
25 years completed	15%

MONTEBELLO MID-MANAGEMENT ASSOCIATION

A. Effective August 24, 2025, each MMMA unit member with seven (7) years of aggregate full- time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 7 years of full- time service	1. 5 % base salary increase
After 11 years of full- time service	2. 5 % base salary increase
After 15 years of full- time service	3. 5 % base salary increase
After 19 years of full-time service	5. 0 % base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of seven (7) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 11th year.

C. A two and a half (2.5%) percent base salary increase at eleven (11) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member' s 15th year.

D. A three and a half (3.5%) percent base salary increase at fifteen (15) years of aggregate fulltime City service which the unit member shall continue to receive through the completion of the unit member' s 19th year.

E. A five (5.0%) percent base salary increase at nineteen (19) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

MONTEBELLO SUPERVISORS' ASSOCIATION

A. Effective August 24, 2025, each MSA unit employee with seven (7) years of aggregate full- time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 7 years of full-time service	1.5% base salary increase
After 11 years of full-time service	2.5% base salary increase
After 15 years of full-time service	3.5% base salary increase
After 19 years of full-time service	5.0% base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of seven (7) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member' s 11th year.

C. A two and a half (2.5%) percent base salary increase at eleven (11) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 15th year.

D. A three and a half (3.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

E. A five (5.0%) percent base salary increase at nineteen (19) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

MONTEBELLO POLICE OFFICERS' ASSOCIATION

A. For longevity purposes only, the following shall count as LAW ENFORCEMENT SERVICE:

a. For full-time City of Montebello employees who are in the MPOA as of July 1, 2019, all continuous service as an active, full-time City of Montebello law enforcement department member, whether sworn or unsworn, plus any verifiable prior lateral continuous service as an active, full-time sworn police, police supervisory, or police management unit member, shall count toward years of longevity.

b. For MPOA members who join the MPOA on or after July 1, 2019, without prior continuous service as an active, full-time City of Montebello law enforcement department member, only verifiable prior lateral continuous service as a full-time sworn police, police supervisory, or police management member shall count toward years of longevity.

B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the fourth (4th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the member's fifth (5th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA member shall receive two percent (2%) of his/her Base Salary as Longevity Pay (which shall not be reported to CalPERS as special pay in accordance with CalPERS regulations) in addition to the member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the sixth (6th) year of continuous, aggregate active

LAW ENFORCEMENT SERVICE, and continuing through the completion of the member's tenth (10th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA member shall receive four percent (4%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the eleventh (11th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the member's fifteenth (15th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA member shall receive seven percent (7%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

E. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the sixteenth (16th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the member's twentieth (20th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA member shall receive ten percent (10%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

F. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twenty-first (21st) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the member's twenty-fifth (25th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA member shall receive thirteen percent (13%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the

member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

G. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twenty-sixth (26th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the MPOA member's remaining years of full-time City MPOA service, an MPOA member shall receive fifteen percent (15%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the member's Base Salary.

MPOA Longevity Chart	
Completed Years of Service	Longevity Percentage
3 years completed	2%
5 years completed	4%
10 years completed	7%
15 years completed	10%
20 years completed	13%
25 years completed	15%

MONTEBELLO CITY EMPLOYEES ASSOCIATION (MCEA)

FULL-TIME NON-REPRESENTED EMPLOYEES

A. Effective August 24, 2025, each full-time MCEA unit employee and non-represented full-time employee with seven (7) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 7 years of full-time service	1.5% base salary increase
After 11 years of full-time service	2.5% base salary increase
After 15 years of full-time service	3.5% base salary increase

After 19 years of full-time service	5.0% base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of seven (7) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 11th year.

C. A two and a half (2.5%) percent base salary increase at eleven (11) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member' s 15th year.

D. A three and a half (3.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member' s 19th year.

E. A five (5.0%) percent base salary increase at nineteen (19) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

SMART-TD

Effective July 13, 2025, each SMART-TD full-time employee with SEVEN (7) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative. Longevity amounts shall be paid in twenty-six (26) equal payments on the employees' regularly scheduled pay dates and reported in compliance with CalPERS guidelines:

After completion of 7 years (84 months) of full- time service	$1,500
After completion of 11 years (132 months) of full- time service	$3,000
After completion of 15 years (180 months) of full- time service	$4,700
After completion of 19 years (228 months) of full-time service	$6,200

MONTEBELLO EXECUTIVE MANAGEMENT ASSOCIATION

A. Effective the first (1st) full pay period after MOU adoption, for full-time City of Montebello employees who are in the MEMA unit, all continuous service as an active, full-time City of Montebello employee, plus any verifiable prior collective public service with another public agency as an active, full-time employee shall count toward years of longevity.

5-9 years of full- time service	$730.38	monthly amount
10-14 years of full- time service	$1,278.17	monthly amount
15-19 years of full-time service	$1,825.96	monthly amount
20+ years of full-time service	$2,373.75	monthly amount

B. At the completion of five (5) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 9th year.

C. At ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

D. At fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

E. At twenty (20) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

F. For MEMA members hired or appointed to a MEMA classification after City Council approval of the 2024-2028 MOU, only continuous service as an active, full-time City of Montebello employee shall count toward years of longevity as provided for in sections “A” through “E” above.

MONTEBELLO MANAGEMENT PROFESSIONALS’ ASSOCIATION

Effective August 24, 2025, each full-time employee with seven (7) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 7 years of full-time service	1.5 % base salary increase
After 11 years of full-time service	2.5 % base salary increase
After 15 years of full-time service	3.5 % base salary increase
After 19 years of full-time service	5.0 % base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of seven (7) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 11th year.

C. A two and a half (2.5%) percent base salary increase at eleven (11) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 15th year.

D. A three and a half (3.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

E. A five (5.0%) percent base salary increase at nineteen (19) years of aggregate full-time City service, and the unit member shall continue to receive thereafter.

(Revised: 05/12/2021, 04/26/2023; 08/28/2024; 06/25/2025; 08/13/2025; 11/12/2025)

2.060.517 Education Reimbursement Program

Purpose:

To define who and under what circumstances City employees may receive education reimbursement and to outline the procedure by which reimbursement may be obtained.

Policy:

A. Applications for education reimbursement must be from full-time, non-temporary, employees of the City. (Probationary employees will be considered eligible.)

B. Course(s) selected must be of such a nature that it benefits the City and better enables the employee to carry out present duties and will prepare the employee for increased responsibilities and/or promotion. **(An employee seeking a college degree will be eligible for reimbursement for those courses that qualify them for such degree. However, the declared major must have reasonable relevance to the job.)**

C. Courses other than those qualifying for reimbursement under paragraph B may be approved for reimbursement under this policy with the prior approval of the Director of Human Resources and the City Administrator upon submission of justification by the Appointing Authority. However, costs associated with non-classroom thesis production courses are not subject to reimbursement.

D. Employees desiring reimbursement must attend such courses on their own time after work hours and must complete the course with a passing grade of at least "C" or equivalent.

E. Reimbursement will be made for tuition at rates specified in H below, books, fire certification, lab fees, and all other fees required to take a class or classes. **Student body fees will be included; however, parking fees are excluded from reimbursement.**

F. Should an employee separate from the City's service within one year after beginning any course reimbursed by the City, the cost of such course will be deducted from the employee's last paycheck. The Director of Human Resources shall be responsible for informing the Finance Department of any such amounts to be deducted.

G. Approval will be limited to courses taken at accredited universities, state colleges and community colleges, approved correspondence courses, high school and adult education, technical and vocational schools.

H. Employees may attend any accredited or other institution approved by the City Manager or designee. **However, education reimbursement rates are based on current California State University rates. A cap of $1,500 per fiscal year will be granted to each eligible employee, with the exception of members of the Montebello Police Officers' Association and the Montebello Firefighters' Association whose members have an annual maximum of $2,000, and members of the Montebello Executive Management Association whose members have an annual maximum of $3,000.**

I. Employees scheduled by the City to take specialized courses or special seminars on work time will not be subject to the requirements of this policy.

Procedure:

A. In order for an employee to be eligible to receive reimbursement for tuition, fees and books, or fire certification by the State Fire Marshal, he/she must acquire prior approval of the course(s) from the Department Head, the Director of Human Resources and City Manager by submitting the Course Approval Form. This form shall be returned to the Department Head upon approval by the Director of Human Resources and the City Manager.

B. Upon receiving verification of enrollment and grade or certification, with receipts for tuition and books or for fire certification, the Department Head will submit the Educational Reimbursement Application to the Director of Human Resources with the approved Course Approval Form and a Request to Issue a Warrant made out to the employee receiving the reimbursement. **Documentation must be submitted within two months of class completion.**

C. Upon timely receipt of these materials, the Director of Human Resources shall have the responsibility for processing the claim for reimbursement.

(Prior Policy #V-B-25, 07/01/73; AUTHORITY: C/ADMIN)

(Revised: 07/28/21; 06/25/2025)

2.060.504 Employee Compensation and Benefits

Purpose

Is to provide a description of the City's employee compensation and benefits packages.

Policy

It is the policy of the City to recognize the significant role that its workforce plays in fulfilling its public service mission. The City recognizes that maintaining a competitive compensation system is critical to its goal of delivering public services to its citizens. Therefore, the City strives to provide compensation for its employees to attract qualified applicants, retain employees who are equally committed to public service, and motivate employees to maintain the highest standards of performance.

A. With this goal in mind, the City shall compensate employees in accordance with decisions made by Council as budgets are set. Pay for positions are subject to the annual budgetary process and current employee organization MOU's; and as such, may be subject to increase, reduction, or status quo maintenance for fixed time periods.

B. ***TOTAL COMPENSATION PHILOSOPHY:*** The City is committed to providing a range of public services to its citizens by fostering an environment that embraces respect for the worth of each employee and to pursue the same towards its total compensation package that includes salary and benefits. The City's philosophy is consistent across units with practices that may differ to meet the unique needs of division, department, employee classifications and performance. The City's total compensation package is guided by the following principles:

1. The City's total compensation package shall be reviewed against appropriately defined labor markets.
2. The City's total compensation package shall comply with all applicable state and federal laws.
3. Salaries are managed through a simple, clear program that is consistent with the City's strategic and organizational objectives.

C. The Council reserves the right to make budget adjustments, and consequently direct pay adjustments during the budget year in order to manage their fiscal responsibilities or deal with unforeseen circumstances that justify or require changes to City expenditures.

Procedure

A. ***Compensation (Salary) Schedules:*** All employee classifications shall receive a salary that is approved by City Council resolution each fiscal year.

B. ***Benefits:*** In coordination with employee organizations MOU's, funding abilities, state and federal laws, and the City's total compensation philosophy, the following benefits are afforded to the full-time employees of the City of Montebello:

C. HEALTH INSURANCE THROUGH PEMHCA

a. The City and the Association agree to contract for health benefits coverage through the Public Employees' Retirement System under the Public Employees' Medical Health Care Act (PEMHCA) Section 22751 et seq. of the Government Code. [MPOA 1985 MOU]

D. HEALTH INSURANCE CITY CONTRIBUTION

a. Effective January 1, 2025, the City will contribute the following amounts toward full-time employees' medical, dental & vision insurance:

COVERAGE	TOTAL CITY CONTRIBUTION
1 Party	Full coverage
2 Party	$1,200.00
3 Party	$1,650.00

b. Part-time employees who have become eligible for CalPERS membership and have worked 1000 hours in a fiscal year:

i. The contribution toward hourly EE's insurance who were eligible before 7/1/92 will be at the rate needed to fully pay 1 party coverage in the plan selected by the EE. For hourly EE who became eligible for insurance on or after 7/1/92 the City contribution toward the insurance package will be at the rate needed to pay 50% of one party coverage in the plan selected by the employee. [Res. 97-109]

E. Medical Insurance Opt-out Incentive

a. An opt-out incentive is afforded to full-time and those hourly employees, who have benefits and were hired prior to 8/11/92, who decline the City's medical, dental and vision insurance package.

b. Proof of medical coverage elsewhere will be required annually to continue participation in the cash incentive program.

c. The monthly Medical Insurance Opt-Out incentive is $350.00

d. The monthly Medical Insurance Opt-Out incentive shall be computed when calculating overtime as applicable.

e. The monthly Medical Insurance Opt-Out incentive shall be reported as Special Compensation to CalPERS as applicable.

f. Employees who have an alternative source of health insurance must provide minimum essential health coverage pursuant to the U. S. Patient Protection and Affordable Care Act (ACA), and cover both the employee and all individuals in the employee' s expected tax family, if any. During open enrollment or as otherwise required by the City, the employee must each year provide the City with an attestation or other reasonable documentation, subject to the City' s approval confirming such alternate coverage. According to the ACA, the City must not make payment if the City knows that the employee or family member does not have the alternative coverage.

MONTEBELLO EXECUTIVE MANAGEMENT ASSOCIATION

A. HEALTH INSURANCE

City shall pay a portion of the cost of any health insurance plan selected by Employee, for the Employee and his/her family, from those plans made available to all City employees. The City contribution to the monthly premium for any medical insurance plan selected shall be capped at the same rate as the CalPERS Kaiser LA 3-party monthly premium.

B. HEALTH INSURANCE CASH OUT

Upon proof of coverage of insurance, the employee may opt out of City-provided insurance coverage. In such a case, the Executive Management employee shall receive the monthly cash equivalent of eighty percent (80%) of the CalPERS Kaiser LA 3-party monthly premium.

C. DENTAL AND VISION INSURANCE

The City shall pay the entire premium on behalf of the employee during the period of that employee's employment. The insurance premium payable for the covered retired employee will be consistent with the general employee's amount towards dental and vision insurance based on the plan, and paid out throughout the employee's lifetime or until the employee qualifies for Medicare under the Federal Social Security Act.

(Prior Policy #'s V-B-3 & V-B-4 (Combined parts), 03/21/95; AUTHORITY: M.O.)

(Revised: 03/21/95; 05/12/21;8/15/22; 8/28/24; 06/25/2025)

2.060.528 Education Incentive Pay

Purpose

The Education Incentive Pay program rewards employees who take the initiative to increase their job worth by gaining job-related knowledge, behaviors, and personal and professional skills to significantly enhance their value to their department and the City.

Policy

The City will pay the agreed upon amount for education as agreed upon by City Council resolution.

Procedure

The department will issue a personnel action form to the Human Resources Department to reflect the start of eligibility and the monthly amount based on the employees' collective bargaining agreement.

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

The City agrees to provide education incentive pay as follows:

Degree or Certificate	Compensation	Effective Date
A.A. or Intermediate POST	$425/month	1st full pay period after July 1, 2026
B.A./B.S. or Advanced POST	$1,150/month	1st full pay period after July 1, 2026
Master's Degree	$1,200/month	1st full pay period after July 1, 2026

The above education incentive pay shall not be compounded if an employee holds more than one of the above qualifying degrees or POST (Peace Officer Standards and Training) certificates. Instead, the total amount of educational incentive pay for possessing any of the above qualifying degrees or certificates shall be capped at the amount associated with the highest qualifying degree or certificate possessed.

The City also agrees to establish a supplemental educational incentive pay for those employees that possess a supervisory or management POST certificate as follows:

Certificate	Compensation	Effective Date
Supervisory Certificate	$300/month	1st full pay period after July 1, 2026
Management Certificate	$650/month	1st full pay period after July 1, 2026

This supplemental educational incentive pay for possessing a supervisory and/or management POST certificate shall be in addition to any educational incentive pay earned for possessing one of the qualifying degrees or POST certificates as set forth above.

MONTEBELLO FIRE MANAGEMENT ASSOCIATION

Effective the first full pay period after July 1, 2025, the City agrees to provide an education incentive to unit members as follows and such incentives shall supersede and replace previous education incentives provided to unit members:

A. $ 250/month for Firefighter 1 Certificate or AA/AS or 60 units
B. $ 400/month for Firefighter II Certificate
C. $850/month for Company Officer or BA/BS or 120 units
D. $1,000/ month for Chief Officer or MA/MS

The aforementioned education incentives shall not be stackable or cumulative. The unit MFMA member is entitled to a maximum of one education incentive at a time.

MONTEBELLO POLICE OFFICERS' ASSOCIATION

The City agrees to provide education incentive pay as follows for all current Montebello Police Officers' Association (MPOA) employees as of August 31, 2024. All current Montebello Police Trainees who are attending a police academy as of August 31, 2024 will be eligible for the following education incentive pay upon their promotion to the classification of Police Officer:

Degree or Certificate	Compensation	Effective Date
Basic POST	$150/month (upon completion of probation)	1st full pay period after July 1, 2024
A.A. or Intermediate POST	$500/month	1st full pay period after July 1, 2024
B.A./B.S. or Advanced POST	$1,200/month	1st full pay period after July 1, 2024
Master's Degree	$1,400/month	1st full pay period after July 1, 2024
Supervisory POST	$300/month	1st full pay period after July 1, 2024

The above educational incentive pay shall not be compounded if an employee holds more than one of the above qualifying degrees or POST (Peace Officer Standards and Training) certificates. Instead, the total amount of education incentive pay for possessing any of the above qualifying degrees or certificates shall be capped at the amount associated with the highest qualifying degree or certificate possessed.

The City also agrees to establish a supplemental education incentive pay for those employees that possess a Supervisory POST certificate in the amount of $300/month. This supplemental education incentive pay for possessing a Supervisory POST certificate shall be in addition to any education incentive pay earned for possessing one of the qualifying degrees or certificates as set forth above.

The City agrees to provide education incentive pay as follows for all Montebello Police Officers' Association (MPOA) employees hired or entering the bargaining unit as of September 1, 2024, or later:

Degree or Certificate	Compensation	Effective Date
B.A./B.S.	$200/month	1st full pay period after September 1, 2024
Master's Degree	$400/month	1st full pay period after September 1, 2024
Intermediate POST	$500/month	1st full pay period after September 1, 2024
Advanced POST	$1,000/month	1st full pay period after September 1, 2024
Supervisory POST	$300/month	1st full pay period after September 1, 2024

The above educational incentive pay will be compounded if an employee holds more than one of the above qualifying degrees or POST (Peace Officer Standards and Training) certificates. The total amount of education incentive pay for possessing any of the above qualifying degrees or certificates shall be capped at the amount associated with the combination of the highest qualifying degree and certificate possessed.

The City also agrees to establish a supplemental education incentive pay for those employees that possess a Supervisory POST certificate in the amount of $300/month. This supplemental education incentive pay for possessing a Supervisory POST certificate shall be in addition to any education incentive pay earned for possessing one of the qualifying degrees and certificates as set forth above.

MONTEBELLO FIREFIGHTERS' ASSOCIATION

Effective the first full pay period after July 1, 2025, the City agrees to provide an education incentive to unit members as follows and such incentives shall supersede and replace previous education incentives provided to unit members:

A. $250/month for Firefighter I Certificate
B. $450/month for Firefighter II Certificate or AA/AS or 60 units
C. $950/month for Company Officer Certificate or BA/BS or 120 units

The aforementioned education incentives shall not be stackable. The unit member is entitled to a maximum of one education incentive at a time.

SMART-TD

Full-time employees in the SMART-TD bargaining unit are eligible to receive an education incentive based on the highest completed degree. Degree incentive is not stackable.

Bachelor's Degree	$200.00 per month
Master's or Doctoral Degree	$400.00 per month

Education Incentive pay will commence on the 1st day of the next month after submitting proof of Education to their department. The unit member's department will submit a personnel action form to Human Resources for the education incentive pay to be added to the member's salary.

MONTEBELLO CITY EMPLOYEES' ASSOCIATION
UNREPRESENTED FULL-TIME EMPLOYEES

Full-time employees in the MCEA bargaining unit and Unrepresented full-time employees are eligible to receive an education incentive based on the highest completed degree. Degree incentive is not stackable.

Associate's Degree	$200.00 per month
Bachelor's Degree	$400.00 per month
Master's or Doctoral Degree	$600.00 per month

Education Incentive pay will commence on the 1st day of the next month after submitting proof of Education to their department. The unit member's department will submit a personnel action form to Human Resources for the education incentive pay to be added to the member's salary.

MONTEBELLO MANAGEMENT PROFESSIONALS' ASSOCIATION
MONTEBELLO SUPERVISORS' ASSOCIATION
MONTEBELLO MID-MANAGEMENT ASSOCIATION

Effective August 24, 2025, employees in the MMPA, MMMA and MSA units will be eligible to receive an education incentive based on the highest completed degree. Degree incentive is not stackable.

Bachelor's Degree	$400.00 per month
Master's or Doctoral Degree	$800.00 per month

Education Incentive pay will commence on the 1st day of the next month after submitting proof of Education to their department. The unit member's department will submit a personnel action form to Human Resources for the education incentive pay to be added to the member's salary.

MONTEBELLO EXECUTIVE MANAGEMENT ASSOCIATION

Employees in the MEMA group will receive an education incentive based on the highest completed degree. Degree incentive is not stackable.

Bachelor's Degree	$200.00 per month
Master's or Doctoral Degree	$400.00 per month

Education Incentive pay will commence on the 1st day of the next month after submitting proof of Education to their department. The unit member's department will submit a personnel action form to Human Resources for the education incentive pay to be added to the member's salary.

(Revised: 08/08/2022; 04/26/2023; 05/22/2024; 08/28/2024; 06/18/2025; 08/13/2025; 06/24/2026)

ITEM # 8

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Joseph Palombi, Director of Planning & Community Development

SUBJECT: **ADOPT URGENCY ORDINANCE NO. 2495 ESTABLISHING A TEMPORARY MORATORIUM ON SENATE BILL 79 DEVELOPMENT APPLICATIONS WITHIN THE WASHINGTON BOULEVARD TRANSIT-ORIENTED DEVELOPMENT SPECIFIC PLAN AREA PURSUANT TO GOVERNMENT CODE SECTION 65858**

DATE: June 24, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Find that the proposed Urgency Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15061(b)(3) and 15308; and
2. Adopt Urgency Ordinance No. 2495 by a four-fifths vote, pursuant to Government Code Section 65858, establishing a temporary moratorium on the acceptance, processing, and approval of certain transit-oriented development applications within the Washington Boulevard Transit-Oriented Development Specific Plan Area; and
3. Take such additional and/or related action that may be desirable.

FISCAL IMPACT:

There is no direct fiscal impact associated with adoption of the proposed Urgency Ordinance. The Ordinance will allow the City to continue its ongoing Washington Boulevard Transit-Oriented Development (TOD) Specific Plan effort without interruption and protect the public interest through a collaborative planning process intended to guide future development. Adoption of the Ordinance will also help safeguard the City's investment in the preparation of the Specific Plan and the associated technical studies currently underway.

BACKGROUND/DISCUSSION:

The City of Montebello is currently preparing the Washington Boulevard Transit-Oriented Development (TOD) Specific Plan, a comprehensive multi-year planning effort intended to guide future growth and development along the Washington Boulevard corridor and areas surrounding the future light rail station at Washington Boulevard and Greenwood Avenue. The proposed Greenwood Avenue/Washington Boulevard Station is planned as a regional transit hub on Metro's E Line, providing direct light rail connectivity between Montebello and major employment, educational, and activity centers throughout Los Angeles County while supporting transit-oriented development opportunities in the surrounding area. The Specific Plan is designed to establish a long-term vision for land use, economic development, housing, mobility, urban design, infrastructure improvements, and implementation strategies that will support investment while maintaining compatibility with surrounding neighborhoods.

The City has committed significant resources toward preparation of the Specific Plan, including the retention of professional planning, engineering, environmental, economic development, and public engagement consultants. The planning process includes evaluation of transportation and circulation systems, utility and infrastructure capacity, parking demand, housing opportunities, public realm improvements, environmental considerations, and economic development strategies. Community outreach efforts are ongoing to ensure meaningful public participation throughout the planning process.

Recent changes in State law, including Senate Bill 79 (SB 79), create new opportunities for increased residential density, building height, floor area ratio, parking reductions, and streamlined approval processes for qualifying projects located near future transit facilities. While the City supports the State's objective of increasing housing production and encouraging transit-oriented development, implementation of these provisions prior to completion of the Washington Boulevard TOD Specific Plan could result in development patterns that are inconsistent with the City's ongoing planning efforts, undermining years of local planning for the Washington Boulevard TOD Specific Plan.

ENVIRONMENTAL:

The proposed Urgency Interim Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption) because it can be seen with certainty that the ordinance will not result in a direct or reasonably foreseeable physical change in the environment. The ordinance is also exempt pursuant to CEQA Guidelines Section 15308 (Actions by Regulatory Agencies for Protection of the Environment) because it constitutes a regulatory action intended to preserve the status quo while the City completes comprehensive planning and environmental review activities.

ANALYSIS:

Government Code Section 65858 authorizes cities to adopt interim urgency ordinances when there is a current and immediate threat to the public health, safety, or welfare

resulting from land uses that may conflict with contemplated zoning regulations which are in process. Staff has determined that allowing development applications to proceed under SB 79 prior to completion of the proposed TOD Specific Plan could undermine the City's ability to complete a coordinated planning process and adopt comprehensive development standards for the Washington Boulevard corridor that incorporate and are consistent with SB 79.

Specifically, projects approved during the planning process may:

- Establish development patterns inconsistent with the emerging TOD Specific Plan framework;
- Create vested development rights that could limit the City's future planning authority;
- Result in piecemeal development that impedes corridor-wide planning objectives;
- Consume available transportation, utility, and public service capacity prior to completion of technical analyses;
- Undermine future design standards, development standards, and implementation measures currently under preparation;
- Complicate future public infrastructure investments and mobility improvements;
- Result in environmental impacts currently being evaluated through the Specific Plan environmental review process;
- Impair future affordable housing, economic development, mobility, and public benefit programs being considered through the planning effort; and
- Result in economic waste and inefficiencies by undermining ongoing TOD Specific Plan planning and environmental review.

The proposed urgency ordinance would temporarily prohibit the acceptance, processing, and approval of development applications within the Washington Boulevard TOD Specific Plan Area that seek to utilize development incentives, density allowances, height increases, parking reductions, ministerial approval pathways, or similar benefits authorized under SB 79 or substantially similar transit-oriented development legislation.

The ordinance would not apply to development applications, tenant improvements, maintenance activities, projects subject to previously approved development agreements, which are in accordance with the Montebello Municipal Code, or projects that the City is otherwise required by law to process. The temporary moratorium would preserve the status quo while allowing the City to incorporate SB 79 into the TOD Specific Plan and complete the TOD Specific Plan and associated environmental review process. Government Code Section 65858 limits the initial duration of an interim urgency ordinance to 45 days unless extended by the City Council through subsequent action and findings as allowed thereunder.

SUMMARY:

The City of Montebello is currently preparing the Washington Boulevard Transit-Oriented Development (TOD) Specific Plan, a comprehensive planning effort intended to establish

a long-term vision and regulatory framework for future growth, housing, mobility, economic development, urban design, and infrastructure improvements along the Washington Boulevard corridor. Concurrently, recent State legislation, including SB 79, authorizes increased development intensity and streamlined approval processes for qualifying transit-oriented housing projects near major transit facilities.

Adoption of the proposed Urgency Interim Ordinance would establish a temporary moratorium on the acceptance, processing, and approval of certain development applications seeking to utilize SB 79 development incentives within the Washington Boulevard TOD Specific Plan Area. The temporary moratorium is intended to preserve the status quo while the City completes its ongoing, multi-year planning efforts, ensuring that future development occurs in a coordinated manner consistent with SB 79, community priorities, infrastructure capacity, mobility objectives, and the City's long-term vision for the corridor.

The ordinance is authorized pursuant to Government Code Section 65858 and is necessary to prevent premature development that could compromise the effectiveness of the TOD Specific Plan and create inconsistencies with development standards currently under study.

ATTACHMENT(S)

1. Attachment A_Senate Bill 79_Urgency Ordinance (Final)

ORDINANCE NO. 2495

AN URGENCY INTERIM ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, ADOPTED PURSUANT TO GOVERNMENT CODE SECTION 65858, ESTABLISHING A TEMPORARY MORATORIUM ON THE ACCEPTANCE, PROCESSING, AND APPROVAL OF CERTAIN TRANSIT-ORIENTED DEVELOPMENT APPLICATIONS WITHIN THE WASHINGTON BOULEVARD TRANSIT-ORIENTED DEVELOPMENT SPECIFIC PLAN AREA PENDING COMPLETION OF THE CITY'S COMPREHENSIVE PLANNING EFFORTS

WHEREAS, the City of Montebello ("City") is a municipal corporation organized and existing under the laws of the State of California; and

WHEREAS, Washington Boulevard is located within a low resource area and serves as a potential commercial, mixed-use, transportation, and economic development corridor and is anticipated to accommodate substantial future residential, commercial, and mixed-use investment; and

WHEREAS, the City Council has initiated preparation of the Washington Boulevard Transit-Oriented Development Specific Plan ("TOD Specific Plan"), a comprehensive land use planning document intended to guide future growth and development within the Washington corridor in a manner that promotes economic vitality, housing production, mobility, sustainability, infrastructure efficiency, and neighborhood compatibility; and

WHEREAS, the TOD Specific Plan study area includes properties located along and adjacent to Washington Boulevard and encompasses areas that may be affected by existing and future transit infrastructure and transit-oriented development policies; and

WHEREAS, the City has committed substantial public resources toward the preparation of the TOD Specific Plan, including retention of professional planning consultants, engineering consultants, environmental consultants, economic development specialists, and public engagement professionals; and

WHEREAS, the TOD Specific Plan process includes preparation of technical studies evaluating transportation and circulation systems, pedestrian and bicycle connectivity, infrastructure and utility capacity, parking demand, housing needs, urban design standards, public realm improvements, economic development opportunities, environmental impacts, public safety service demands, and implementation mechanisms; and

WHEREAS, the City has conducted and continues to conduct public outreach and stakeholder engagement efforts to ensure that future development within the Washington Boulevard Corridor reflects community priorities and the City's long-term vision; and

WHEREAS, the California Legislature has enacted Senate Bill 79 and related legislation intended to encourage transit-oriented housing development near major transit facilities and corridors, which goes into effect on July 1, 2026; and

WHEREAS, the City Council recognizes the State's interest in increasing housing production and facilitating transit-oriented development; however, the City Council also finds that implementation of such legislation within the Washington Boulevard Corridor prior to completion of the TOD Specific Plan may result in development patterns that are inconsistent with the regulations, standards, and infrastructure improvements currently under consideration by the City undermining years of local planning for the TOD Specific Plan ; and

WHEREAS, Government Code Section 65858 authorizes a city council to adopt an interim urgency ordinance prohibiting uses that may conflict with a contemplated zoning proposal that the legislative body is studying or intends to study within a reasonable time; and

WHEREAS, the City Council finds that a current and immediate threat to the public health, safety, and welfare exists because the acceptance, processing, or approval of qualifying development applications within the TOD Specific Plan area prior to completion of the City's planning efforts may:

(a) Establish development patterns inconsistent with the pending TOD Specific Plan;

(b) Create vested rights that could impair the City's ability to adopt and implement corridor-wide planning policies;

(c) Result in piecemeal development that frustrates comprehensive transit-oriented planning objectives;

(d) Consume available transportation, utility, public safety, and infrastructure capacity before completion of corridor-wide analyses;

(e) Undermine the City's ability to adopt objective design standards, development standards, and implementation measures currently under preparation;

(f) Interfere with the City's ability to coordinate future public infrastructure investments;

(g) Result in environmental impacts that are presently being evaluated through ongoing planning and environmental review efforts;

(h) Impair future affordable housing, mobility, economic development, and public benefit programs contemplated by the TOD Specific Plan; and

(i) Cause substantial prejudice to the City's ongoing legislative planning process; and

(j) Result in economic waste and inefficiencies by undermining ongoing TOD Specific Plan planning and environmental review.

WHEREAS, the City Council finds that immediate action is necessary to preserve the status quo while the City completes its comprehensive planning efforts and evaluates appropriate development regulations for the Washington Boulevard Corridor that incorporate and are consistent with SB 79; and

WHEREAS, the City Council further finds that absent immediate action, development applications may be submitted and approved before the City has completed the studies necessary to ensure that future development occurs in a coordinated and orderly manner that includes community engagement and that protects the public health, safety, and welfare.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY ORDAINS AS FOLLOWS:

SECTION 1. **RECITALS.** The above recitals are true and correct and made part of this Urgency Ordinance as part of its findings.

SECTION 2. FINDING OF CURRENT AND IMMEDIATE THREAT. Pursuant to Government Code Section 65858, the City Council finds based on the facts contained in the above recitals, staff report, and public comments, that there exists a current and immediate threat to the public health, safety, and welfare and that the approval of additional development projects within the Washington Boulevard TOD Specific Plan Area because it would result in development inconsistent with regulations that the City is currently studying and intends to adopt through the TOD Specific Plan process and because of the following:

(a) Establish development patterns inconsistent with the pending TOD Specific Plan;

(b) Create vested rights that could impair the City's ability to adopt and implement corridor-wide planning policies;

(c) Result in piecemeal development that frustrates comprehensive transit-oriented planning objectives;

(d) Consume available transportation, utility, public safety, and infrastructure capacity before completion of corridor-wide analyses;

(e) Undermine the City's ability to adopt objective design standards, development standards, and implementation measures currently under preparation;

(f) Interfere with the City's ability to coordinate future public infrastructure investments;

(g) Result in environmental impacts that are presently being evaluated through ongoing planning and environmental review efforts;

(h) Impair future affordable housing, mobility, economic development, and public benefit programs contemplated by the TOD Specific Plan; and

(i) Cause substantial prejudice to the City's ongoing legislative planning process; and

(j) Result in economic waste and inefficiencies by undermining ongoing TOD Specific Plan planning and environmental review.

SECTION 3. INTERIM MORATORIUM. During the term of this Ordinance, the City shall not accept as complete, process, approve, grant, issue, or otherwise act upon any application for a development project located within the boundaries of the Washington Boulevard TOD Specific Plan Area that seeks to utilize any development standards, incentives, density allowances, height allowances, parking reductions, ministerial approval pathways, waivers, concessions, bonuses, or other benefits authorized pursuant to Senate Bill 79 or substantially similar state transit-oriented development legislation.

No permit, entitlement, discretionary approval, ministerial approval, variance, conditional use permit, site plan review, design review approval, subdivision approval, building permit, grading permit, demolition permit, certificate of occupancy, or other land use entitlement shall be issued for any project subject to this Ordinance unless expressly exempted herein.

SECTION 4. EXEMPTIONS. This Ordinance shall not apply to:

A. Development applications determined complete prior to the effective date of this Ordinance;
B. Tenant improvements, interior remodeling projects, façade improvements, code compliance improvements, maintenance activities that are consistent with the regulations maintained in the Montebello Municipal Code, or necessary to address a health and safety issue;
C. Projects subject to a previously approved Development Agreement;
D. Any project that a court of competent jurisdiction or federal law that expressly requires the City to process notwithstanding this Ordinance.

SECTION 5. DIRECTION TO STAFF. The City Council hereby directs City staff to continue preparation of the Washington Boulevard Transit-Oriented Development Specific Plan and associated environmental review documents and to return to the City Council with periodic updates regarding progress toward adoption.

SECTION 6. REPORT TO CITY COUNCIL. At least ten (10) days prior to expiration of this Ordinance, City staff shall prepare and present a written report to the City Council describing the measures undertaken to alleviate the conditions that led to the adoption of this Ordinance as required by Government Code Section 65858.

SECTION 7. DURATION; EXTENSIONS. Upon its adoption by a fourth-fifths vote, this Ordinance shall be in full force and effect for 45 days from its date of adoption. This Ordinance may be extended in accordance with Government Code Section 65858 upon the making of the findings required by law.

SECTION 8. CEQA. The City Council finds that this Ordinance is exempt from the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) pursuant to CEQA Guidelines Sections 15061(b)(3), 15308, and any other applicable exemption because the Ordinance preserves the status quo and does not authorize any development or physical change to the environment.

SECTION 9. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have adopted this Ordinance and each portion thereof irrespective of the fact that any one or more portions may be declared invalid.

SECTION 10. **EFFECTIVE DATE**. This Ordinance is adopted as an urgency measure pursuant to Government Code Section 65858 for the immediate preservation of the public health, safety, and welfare and shall take effect immediately upon adoption by a four-fifths vote of the City Council.

PASSED, APPROVED, AND ADOPTED 24TH DAY OF JUNE 2026.

_____
Georgina Tamayo, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was introduced at the regular meeting of the City Council on the 24th day of June, 2026, and was adopted by the City Council of the City of Montebello at its meeting held on the 24th day of June, 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Christopher Jimenez, City Clerk

ITEM # 9

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Kimberly Guillen, Director of City Clerk Services

SUBJECT: **ADOPT RESOLUTION NO. 26-49, DISRUPTION POLICY AND RESOLUTION NO. 26-50, PUBLIC POSTING BOARD POLICY / MEETING OUTREACH ENACTING BROWN ACT UPDATES PURSUANT TO SENATE BILL 707**

DATE: June 24, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 26-49, a Resolution of the City Council of the City of Montebello adopting Policy No. 26-01, Disruption of Telephonic or Internet Service During Public Meetings, in compliance with Senate Bill 707; and
2. Adopt Resolution No. 26-50, a Resolution of the City Council of the City of Montebello adopting Policy No. 26-02, Public Agenda Translation Posting Board Policy, in compliance with Senate Bill 707; and
3. Receive and file the City Clerk's update regarding implementation of additional Senate Bill 707 requirements, including agenda translation services through Doc Access, public outreach efforts through the Montebello Newsletter, and the establishment of a public agenda translation posting board; and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no significant fiscal impact associated with the adoption of the resolutions and proposed policies. Existing City resources will be used to implement the requirements of SB 707, including public outreach and the administration of the public translation posting board.

BACKGROUND/DISCUSSION:

The Ralph M. Brown Act (Government Code Section 54950 et seq.) establishes requirements for open meetings of local legislative bodies. In 2025, Senate Bill 707 amended the Brown Act related to remote participation, accessibility, language access, and procedures for addressing disruptions to meeting access during City Council meetings.

Among other requirements, SB 707 requires legislative bodies to adopt a technology disruption policy and determine what constitutes reasonable efforts to encourage public participation in City Council meetings, particularly among underrepresented and non-English-speaking communities. These requirements must be adopted and effective by July 1, 2026.

In addition, SB 707 requires cities to translate agendas into specified languages based on census data, provide space for members of the public to post translated agendas, and accommodate interpretation services during public meetings.

ENVIRONMENTAL:

N/A

ANALYSIS:

Technology Disruption Policy

Government Code Section 54953.4 requires the City Council to adopt, by July 1, 2026, a policy addressing disruptions of telephonic or internet service during meetings that provide remote public access. The policy must establish procedures for responding to disruptions and identify the efforts the City will undertake to restore service.

If a disruption occurs that prevents members of the public from observing or participating in a City Council meeting through the City's telephonic or audiovisual platform, the City Council must recess the open session for up to one hour and make good-faith efforts to restore service. During this time, the City Council may meet in closed session as otherwise permitted by law.

The proposed Disruption of Telephonic or Internet Service Policy incorporates the requirements established by SB 707 and provides procedures to ensure transparency, continuity of government operations, and public participation during technology disruptions.

Public Outreach Efforts

Government Code Section 54953.4 requires legislative bodies to determine what constitutes reasonable efforts to encourage public participation in meetings, particularly among underrepresented and non-English-speaking communities.

The City currently posts agendas and meeting notices on the City's website and social

media platforms. To further enhance public participation, the City Clerk's Office plans to include information regarding City Council meetings and opportunities for public participation in the Montebello Newsletter. These efforts are intended to increase public awareness of City Council meetings and encourage greater community engagement.

Agenda Translation Requirements

SB 707 requires cities to translate and post City Council agendas into specified languages based on census data and a statutory formula. Based on current demographic information, the City of Montebello will be required to translate City Council agendas into Spanish.

To comply with this requirement, the City will utilize Doc Access to translate City Council agendas. Staff will review translated agendas prior to posting to help ensure accuracy.

While cities are not required to provide interpretation services during meetings, space must be provided for interpreters accompanying participants, and additional time must be allotted to accommodate interpretation. The Act also requires closed-captioning services to be activated when available through the meeting platform being utilized.

Public Agenda Translation Posting Board Policy

Government Code Section 54953.4(c)(3)-(4) requires legislative bodies to make available a physical location that is freely accessible to the public and in reasonable proximity to the location where the City's official translations are posted for members of the public to post additional agenda translations.

To comply with this requirement, the City has designated and opened its existing public bulletin board for the posting of translated City Council agendas. The proposed Public Agenda Translation Posting Board Policy establishes procedures governing the use of the bulletin board and clarifies that the City is not responsible for the content or accuracy of translations posted by members of the public.

The policy further authorizes staff to remove materials that are unrelated to translated City Council agendas or otherwise inconsistent with the purpose of the posting board.

SUMMARY:

Staff recommend the City Council adopt Resolution No. 26-49 establishing Policy No. 26-01, Disruption of Telephonic or Internet Service During Public Meetings, and Resolution No. 26-50 establishing Policy No. 26-02, Public Agenda Translation Posting Board Policy, in compliance with Senate Bill 707. Staff will also provide an update regarding the City's implementation of additional SB 707 requirements, including agenda translation services through Doc Access and public outreach efforts through the Montebello Newsletter.

ATTACHMENT(S)

1. Attachment A - Resolution No. 26-49
2. Exhibit A - Policy No. 26-01
3. Attachment B - Resolution No. 26-50

4. Exhibit A - Policy No. 26-02

RESOLUTION NO. 26-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO ADOPTING A POLICY ADDRESSING DISRUPTION OF TELEPHONIC OR INTERNET SERVICE DURING PUBLIC MEETINGS FOR COMPLIANCE WITH SENATE BILL 707

RECITALS

WHEREAS, the Ralph M. Brown Act (Government Code Section 54950 et seq.) establishes requirements for open and public meetings of local legislative bodies; and

WHEREAS, Senate Bill 707 (2025) amended the Brown Act to update teleconferencing and accessibility requirements, including provisions related to remote participation in public meetings; and

WHEREAS, Government Code Section 54953.4 requires eligible legislative bodies, on or before July 1, 2026, to adopt a policy addressing disruptions of telephonic or internet service during meetings conducted with remote participation; and

WHEREAS, adoption of a disruption policy is necessary to ensure compliance with state law and promote transparency and continuity of public meetings; and

WHEREAS, the proposed Disruption of Telephonic or Internet Service Policy has been prepared in accordance with Government Code Section 54953.4 and is attached hereto as Exhibit A; and

WHEREAS, this action is not a project pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(5).

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

SECTION 1. The City Council hereby adopts the Disruption of Telephonic or Internet Service Policy attached hereto as Exhibit A.

SECTION 2. The City Clerk is authorized and directed to implement the policy in coordination with City staff and legal counsel.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this resolution.

APPROVED AND ADOPTED THIS 24th DAY OF JUNE 2026.

_____
Geogina Tamayo, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 26-49 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 24th day of June 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:
Exhibit A - Disruption of Telephonic or Internet Service Policy

CITY OF MONTEBELLO

POLICY NO. 26-01: DISRUPTION OF TELEPHONIC OR INTERNET SERVICE DURING PUBLIC MEETINGS

SECTION 1. BACKGROUND

Senate Bill 707 (2025) amended the Ralph M. Brown Act to require eligible legislative bodies to adopt, on or before July 1, 2026, a policy addressing how the agency will respond to disruptions in telephonic or internet service that prevent members of the public from attending or observing a meeting remotely. This policy is adopted to comply with Government Code Section 54953.4 and to ensure continuity of public participation during technical disruptions.

SECTION 2. PURPOSE

This policy establishes procedures for responding to disruptions in telephonic or internet services that provide two-way remote public access to meetings of the Montebello City Council, as required by Government Code Section 54953.4. The policy is intended to promote transparency, public participation, and continuity of government operations during technology disruptions.

This policy is not intended to address disruptions caused by members of the public attending a meeting in person or conduct that otherwise interferes with the orderly conduct of a meeting.

SECTION 3. DEFINITIONS

For purposes of this policy:

A. "Disruption" means any failure, outage, interruption, or technical issue that prevents members of the public from attending, observing, or participating in a meeting through the City's remote access services.

B. "Remote Access Services" means the two-way telephonic service and/or two-way audiovisual platform used by the City to provide real-time remote public attendance, observation, and participation in City Council meetings.

SECTION 4: APPLICABILITY

This policy applies to all open and public meetings of the Montebello City Council at which remote public participation is offered or required pursuant to the Ralph M. Brown Act.

SECTION 5. PROCEDURES IN THE EVENT OF SERVICE DISRUPTION

5.1 RESPONSE TO SERVICE DISRUPTION

If the City Clerk determines, or is informed, that a disruption to the City's remote access services has occurred that prevents members of the public from observing or participating in a meeting remotely:

A. The City Clerk shall immediately notify the Mayor or presiding officer of the disruption.
B. The Mayor or presiding officer shall announce the disruption, if practicable, to meeting attendees.
C. The Mayor or presiding officer may call for a recess of the open session or convene the City Council into closed session, as otherwise permitted by law.
D. City staff shall immediately begin efforts to diagnose and restore the disrupted service.
E. The meeting shall remain in recess for at least one hour or until service is restored, whichever occurs first. The recess period may be extended if restoration efforts remain ongoing.

5.2 EFFORTS TO RESTORE SERVICE

The City shall make good-faith efforts to restore remote access services, which may include, but are not limited to:

- Troubleshooting teleconferencing or meeting platform software;
- Resetting, replacing, or reconfiguring audiovisual equipment;
- Attempting alternative internet or connection methods;
- Contacting information technology staff, service providers, or technical support personnel;
- Switching to backup equipment or alternative meeting platforms, if available.

The City Clerk, or designee, shall document the restoration efforts undertaken.

SECTION 6. RECONVENING THE OPEN SESSION

6.1 TIMING

The City Council may reconvene the open session after at least one hour has elapsed from the time of the disruption or as soon as service has been restored, whichever occurs first.

6.2 SERVICE RESTORED

If remote access services are restored before or at the time the meeting reconvenes, the meeting shall continue as normal.

A. Adjourn the meeting to a future date and time; or
B. Continue the meeting in open session by adopting, through a roll-call vote, the following finding or a substantially similar finding:
"The Montebello City Council has made good-faith efforts to restore telephonic or internet service in accordance with its adopted policy, and the public interest in continuing the meeting outweighs the public interest in remote public access."

Upon adoption of the finding, the City Council may continue the meeting despite the fact that remote access services have not been restored.

SECTION 7. RECORDKEEPING

The City Clerk shall enter a statement into the meeting minutes documenting:

A. The nature and time of the disruption;
B. The restoration efforts undertaken;
C. The time the meeting was reconvened, if applicable; and
D. Any findings adopted pursuant to Section 6.3.

SECTION 8. REVIEW AND AMENDMENTS

This policy may be amended by the City Council at a duly noticed public meeting conducted in accordance with the Ralph M. Brown Act.

APPROVED AND ADOPTED THIS 24TH DAY OF JUNE 2026.

RESOLUTION NO. 26-50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO ADOPTING A PUBLIC AGENDA TRANSLATION POSTING BOARD POLICY PURSUANT TO SENATE BILL 707

RECITALS

WHEREAS, the Ralph M. Brown Act (Government Code Section 54950 et seq.) establishes requirements for open and public meetings of local legislative bodies; and

WHEREAS, Senate Bill 707 amended Government Code Section 54953.4 to require legislative bodies to make available a publicly accessible location for members of the public to post translated versions of meeting agendas; and

WHEREAS, the City of Montebello has established a public agenda translation posting board adjacent to its official agenda posting location; and

WHEREAS, the City is not responsible for the content or accuracy of agenda translations posted by members of the public; and

WHEREAS, the City Council desires to adopt a formal policy governing the use of the public agenda translation posting board.

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

SECTION 1. The City Council hereby adopts the Public Agenda Translation Posting Board Policy attached hereto as Exhibit A.

Section 2. The City Clerk is authorized and directed to administer and implement the policy.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this resolution.

APPROVED AND ADOPTED THIS 24th DAY OF JUNE 2026.

_____
Geogina 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. 26-50 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 24th day of June 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:
Exhibit A – Public Agenda Translation Posting Board Policy Policy

CITY OF MONTEBELLO
POLICY NO. 26-02

PUBLIC AGENDA TRANSLATION POSTING BOARD POLICY

Purpose

This policy establishes procedures for the public posting of translated City Council agendas pursuant to Government Code Section 54953.4(c)(3)-(4).

Policy

1. The City shall maintain a public agenda translation posting board in reasonable proximity to the City's official agenda posting location.
2. Members of the public may post translated versions of City Council agendas after the official agenda has been posted by the City.
3. The posting board shall be available for public access and viewing.
4. The City is not responsible for reviewing, verifying, endorsing, or certifying the accuracy of translations posted by members of the public.
5. The posting board may only be used for translated City Council agendas.
6. City staff may remove:
   • Materials that are not translated City Council agendas;
   • Duplicative or outdated postings; or
   • Materials containing obscene, threatening, discriminatory, or unlawful content.

Notice

The following notice shall be displayed on the posting board:

"NOTICE REGARDING TRANSLATED AGENDAS

Pursuant to Government Code Section 54953.4, this bulletin board is designated solely for the posting of translated versions of City Council agendas.

Translations posted in this space are provided by members of the public. The City of Montebello does not verify, review, endorse, certify, or otherwise guarantee the accuracy or completeness of any translation posted.

For official agendas, meeting notices, and participation information, please refer to the City's official posting locations, website, or the City Clerk's Office."

ITEM # 10

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Ramon Figueroa, Director of Human Resources

SUBJECT: **ADOPT RESOLUTION NO. 26-48 APPROVING AN AMENDMENT TO THE 2024 - 2027 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MONTEBELLO AND THE MONTEBELLO POLICE OFFICERS' ASSOCIATION**

DATE: June 24, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 26-48 approving an Amendment to the Memorandum of Understanding (MOU) between the City of Montebello and Montebello Police Officers' Association (MPOA) effective July 1, 2024, through June 30, 2027, to approve the revised MOU Exhibit A; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The approval of the amendment to the 2024-2027 Memorandum of Understanding (MOU) between the City and the Montebello Police Officers' Association (MPOA) does not have a fiscal impact.

BACKGROUND/DISCUSSION:

The City and the Montebello Police Officers' Association mutually agreed to amend the Police Department Rotation Agreement, a document that is memorialized within the MOU as Exhibit A. The objective of the Police Department Rotation Agreement is to formalize the Police Corporal program and set parameters for special assignments for Police Corporals and Police Officers. The changes made to the Police Department Rotation Agreement were introduced by the MPOA Board and supported by the Police Chief to

clarify existing processes, recognize organizational growth, and ensure the MOU accurately reflects the current structure and operational needs of the department.

The title of the document has been updated to Montebello Police Department Corporal Guidelines and Rotation Plan, and the following areas of the agreement have been updated:

Law Enforcement Experience (Page 1)

- The required years of lateral law enforcement experience have been changed from four (4) years to three (3) years.

- Additional language was added clarifying that prior service with agencies that do not provide traditional field patrol or investigative experience does not count toward eligibility for the Corporal Program. Examples include court, custody, transit, airport, port, and school police agencies.

Selection Process for Specialized Units (Page 4)

- Additional language was added to further define and clarify the selection process for specialized unit assignments.

Transfer Positions (Page 5)

- The Parks Services Unit was added to the list of transfer positions.

Community Engagement Team (Page 9)

- Language was added to reflect the creation of the Community Engagement Team (CET) and its components, including the Mental Health Unit, Community Relations Unit, Parks Services Unit, and other related community engagement functions.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends the City Council adopt Resolution No. 26-48 approving the Amendment to the 2024-2027 MOU between the City and MPOA for the period of July 1, 2024 to June 30, 2027, and direct staff to take such additional related action that may be desirable.

ATTACHMENT(S)

1. Attachment A - Resolution - MPOA Amendment 2026

2. Exhibit A - MPOA 2026 corporal guidelines and rotation plan

ATTACHMENT A

RESOLUTION NO. 26-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING AN AMENDMENT TO THE 2024 - 2027 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MONTEBELLO AND THE MONTEBELLO POLICE OFFICERS' ASSOCIATION

RECITALS

WHEREAS, the City of Montebello values the work of all its employees and seeks to maintain fair and mutually beneficial terms and conditions of employment for the good of the City and the employees, and

WHEREAS, representatives of the City and representatives of the bargaining unit named above have met, conferred, and mutually agreed to amend The Police Department Rotation Plan, Exhibit A within the 2024-2027 Memorandum of Understanding between the City of Montebello and the Montebello Police Officers' Association, and

WHEREAS, the City and the Montebello Police Officers' Association agree to terms and conditions of the amended document, titled Montebello Police Department Corporal Guidelines and Rotation Plan, attached as Exhibit A, and

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

SECTION 1: The Amendment to the 2024-2027 Memorandum of Understanding between the City of Montebello and the Montebello Police Officers' Association is hereby approved and shall be effective June 25, 2026.

SECTION 2: That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED THIS 24TH DAY OF JUNE 2026.

_____
Georgina Tamayo, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 26-48 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 24th day of June 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

MONTEBELLO POLICE DEPARTMENT

CORPORAL GUIDELINES AND ROTATION PLAN

Law Enforcement Experience

In order to test for the Corporal position Officers shall have at least three (3) consecutive years of experience as full-time sworn Police Officers in the State of California. Lateral entry Officers shall have at least two (2) years of experience with the Montebello Police Department and at least three (3) years of experience working field services or investigations (Custody, Court, Transit, Airport PD, Port PD or School PD services do not apply towards the 3-year minimum sworn officer experience). All candidates must meet requirements set forth by the Montebello Civil Service Rules and Regulations and the City Human Resources Department. Requirements must be met at the time of application deadline.

Testing Process

The Employee Human Resources Department from the City of Montebello shall administer the testing process. The Corporal test shall be administered on an as needed basis. The process shall be divided into two parts, a written and oral examination.

The Written Test

The written promotional examination shall be selected and administered by the Human Resources Department. The content shall be relative to the Corporal position.

The Oral Examination

Only those Officers who pass the written test will be allowed to proceed to the oral examination phase. The oral interview shall be conducted and scored by raters from law enforcement agencies other than Montebello.

Selection Process

The Corporal selection shall utilize the same civil services rules that apply to the ranks of Sergeant, Lieutenant and Captain. The eligibility list shall be established based on an average of the applicant's scores in both examinations. A certified eligibility list shall be provided to the Chief of Police.

Promotion

Officer's promoting to the rank of Corporal shall return to patrol and complete their Corporal probationary period before being eligible for transfer to a specialized unit. At the Chief's discretion and at the needs of the department, an Officer promoting to the rank of Corporal may remain in their current specialized assignment for up to one (1) shift deployment prior to returning to patrol.

Corporal Supervision

The Corporal Program shall be supervised and managed by the Sergeant or Lieutenant assigned that collateral duty by the Chief of Police. Direct supervision of [and] performance evaluations for each Corporal shall be the responsibility of the Corporal's immediate supervisor.

Corporal Expectations

Regardless of assignment, Corporals will be required to take on a leadership role. They will be expected to lead by example, to develop, train and motivate the other Officers they work with. Corporals will learn to be innovative problem solvers and excellent communicators. They shall understand, practice and support the organizational mission and values of the Montebello Police Department. They shall accept responsibility for a wide range of duties and strive to be advocates for both the department and the community.

Corporal Duties and Responsibilities

In addition to all general law enforcement duties and responsibilities required of a Police Officer, all Corporals shall also be required to perform the following duties delegated to them by a supervisor:

1. Field Training Officer (FTO)
2. Acting Sergeant
3. Direct and/or supervise the work of other police personnel
4. Conduct use of force investigations
5. Crime scene preservation and processing
6. Direct or facilitate in-service training for their unit or team
7. In the absence of a supervisor, take charge of incidents that require supervision
8. Organize and participate in neighborhood watch and community problem solving meetings
9. Develop, implement and direct problem solving strategies geared towards addressing crime problems and quality of life issues.

The senior Corporal on each patrol shift may assume the role of the Field Supervisor in the absence of a shift Sergeant. The senior Corporal in specialized units, General Detectives, Special Problems Unit, Traffic Bureau or any other specialized unit created by the Chief of Police should assume the role of unit supervisor in the absence of a regular supervisor.

Corporal Rating

Corporals assigned to this program shall maintain a performance rating of at least "Average." Any Corporal who receives a "Below Average" performance rating will be subject to a follow-up evaluation six months after the rating is issued. The purpose of this evaluation will be to determine whether the Corporal should retain their assignment and/or rank.

Eligibility for Selection to a Specialized Unit

Corporals requesting transfers to a specialized unit shall have successfully passed his/her probation period of six (6) months applicable, as a Corporal. Corporals/Officers shall be eligible and considered for transfer to other Bureaus or specialized units within the Department. The general commitment period for a Corporal in a specialized unit is five (5) years and Officers one (1) year. The Chief of Police may, at his/her discretion, extend the commitment one additional year depending on the needs of the Department. The Chief of Police may transfer a Corporal/Officer prior to the end of their term. The Chief of Police, on a case-by-case basis, shall examine the commitment by Corporals committed to outside agencies and task forces if the assignment extends past the Corporal's 5-year assignment.

A Corporal/Officer that is currently in a specialized unit may transfer to another specialized unit within his or her rotation period. Upon transferring to another specialized unit, the Corporal's/Officer's original rotation time continues, until the end of his or her rotation period.

Corporals holding a "Non-Rotational" position in a specialized unit who wish to transfer to another specialized unit should return to a patrol assignment for six (6) months before being eligible for another specialized unit, **"Unless the needs of the department and operation efficiency dictate otherwise as determined by command staff and the Chief of Police."**

Selection Process for Specialized Units

Corporals/Officers interested in transferring to a specialized unit shall submit an interest memorandum when the position is offered by Police Administration. Following the receipt of interest memorandums, Police Administration shall schedule oral interviews with those Corporals/Officers that qualify. The panel assigned to conduct oral interviews will consist of at least 2 specialized unit supervisors, preferably 3, to include any

Sergeant/Lieutenant within the specialized unit that is being offered. In the event a unit supervisor is unavailable for an interview, a senior Corporal may assume their role on an interview panel. The interview will be scored on a pass-or-fail rating scale, and all interview questions will be approved by Police Administration.

The supervisors of specialized units for which positions are offered should be notified of the eligibility list of Corporals/Officers who passed the oral interview panel. Police Administration should consult with the supervisors of a unit, and any direct supervisors, prior to any selection or assignment of a Corporal/Officer to a specialized unit. Police Administration shall have the final determination for personnel assigned to a specialized unit.

Transfer Positions

1. Narcotics Unit
2. General Detectives
3. Traffic Unit
4. Special Problems Unit
5. Mental Health Evaluation Team
6. K-9 Unit
7. Community Relations Unit
8. Parks Services Bureau
9. Other specialized positions as determined by the Chief of Police
10. Any other specialized position added to the table of organization

On/Off-Duty Injuries

While in a specialized unit and a Corporal/Officer is injured while on or off duty or suffers a work-related illness his/her rotation time pauses. Once the Corporal/Officer returns to full or light duty his/her rotation time resumes, however one (1) year shall be maximum extension period for the combined injury/illness (6-year maximum time in the assignment regardless of the number of injuries/illness).

The same standard shall apply to Corporals/Officers on FLSA Leave as Corporals/Officers who suffer work related injury/illness.

All extensions will be calculated on a day for day basis.

Officers/Corporals who are assigned to specialized units who are off on Military leave will return to their assignment. The rotation time within the assignment shall pause when on military leave. During that Military leave period, the Chief of Police may designate an Officer/Corporal to fill the vacant position on a temporary basis. This rule will apply for any of the listed leaves.

Interrupted Time in Assignment

If an Officer or Corporal is placed on administrative leave, the time spent away from the specialized unit or acting assignment may be tolled by the Chief of Police. The outcome of such an investigation will be the determining factor as to whether a Corporal/Officer receives an extension for time missed/away from the unit (i.e. an internal investigation yielding an outcome such as founded, unfounded, unsubstantiated, etc.).

Temporary Re-assignment

While in a specialized unit, the five (5) year rotation time will pause if any Corporal/Officer is removed from his/her position and placed in a temporary assignment outside the above listed transfer positions, such as acting Sergeant, patrol, or in a position that is necessary to fill as determined by the Office of the Chief of Police. Once the Corporal/Officer returns to their assigned position their rotation period resumes regardless of the time that they were reassigned. There would be no adjustment for the time if the assignment was merely a lateral move from one specialized unit to another specialized unit.

The Rotation Plan

The Rotation Plan will consist of Non-rotational Position(s) and Rotational Position(s).

Non-Rotational Position(s)

There will be no time limit for Non-Rotational positions. These positions will be of the rank of Corporal.

The Police Administration Staff and unit supervisors will make recommendations to the Chief of Police as to who is eligible to hold the Non-Rotational Position(s). The Chief of Police will make the selection as to who will hold the Non-Rotational Position(s).

As described in Civil Service Rule (XIII. Section 230) the Chief of Police may transfer a[n] Corporal/Officer at any time at his/her discretion.

5 Year Rotational Position(s)

This Corporal position will have a five (5) year term as with the rotational plan. The Chief of Police may at his/her discretion extend the commitment one additional year depending on the needs of the department.

As described in Civil Service Rule (XII.Section 230) the Chief of Police may transfer a[n] Corporal/Officer at any time at his/her discretion.

1 Year Rotational Position Officer Assignment

Officer positions will have a one (1) year term. The Chief of Police may at his/her discretion, extend the commitment up to one (1) year depending on the needs of the department.

As described in Civil Service Rule (XIII. Section 230) the Chief of Police may transfer a[n] Corporal/Officer anytime at his/her discretion.

Balance Rotation and Non-Rotation Positions

Detective Bureau- Four (4) Corporal positions and two (2) Officer positions.

2- Non-rotation Corporal positions
2- Five (5) year Corporal positions
2- One (1) year Officer positions

Narcotics Bureau/SPU- Four (4) Corporal positions and two (2) Officer positions.
2- Non-rotation Corporal positions
2- Five (5) year Corporal positions
2- One (1) year Officer positions

Traffic Unit- Three (3) Corporal positions and two (2) Officer positions.
1- Non-rotation Corporal position
2- Five (5) year Corporal positions
2- One (1) year Officer positions. Officers assigned to the Traffic Unit, who are Motor Officers, will have a two (2) year assignment with the option of two (1) year extensions at the discretion of the Chief of Police.

Community Relations Unit- One (1) Corporal position and one (1) Officer position.
1- Five (5) year Corporal position
1- One (1) year Officer position

Mental Health Evaluation Team- One (1) Corporal/Officer, one (1) year rotation with the option of an additional one (1) year extension at the discretion of the Chief of Police.

Parks Services Bureau – One (1) Corporal position and one (1) Officer position
1 – Five (5) year Corporal position.
1 – One (1) year Officer Position.

If the desired staffing levels detailed in this agreement are not met per unit, the non-rotational positions will be reduced and will not exceed ½ of the assigned Corporals to that unit. If staffing levels should increase, the department may, at the discretion of the

Chief of Police, add any non-rotational or rotational positions to any specialized unit. This agreement is based on staffing levels as of March, 2026.

K-9 Unit- Two (2) Corporal/Officer positions

The handlers for the K-9 position will be held for a term considered to be the life of the dog. If the dog is removed from service within the handler's first three (3) years, the handler shall be entitled to another dog. If the dog is removed/retired from service after the first three (3) years, a new testing process will be administered. The handler whose K-9 partner was removed/retired from service shall be allowed to participate in the selection process and be eligible to receive another dog.

For the purposes of this agreement, the time that a Corporal/Officer is assigned to the K-9 Unit will count as patrol time.

Community Engagement Team

The Community Engagement Team will be comprised of the Special Problems Unit, the Parks Services Bureau, the Mental Health Evaluation Team and the Community Relations Team. Each team will be staffed according to the staffing levels outlined in this agreement. In the absence of a Corporal, two Officers may be assigned to the team when a Corporal position is not filled. All guidelines set forth for any specialized unit in this agreement, or any specialized unit created by the Chief of Police or Police Administration, shall apply to personnel assigned under the Community Engagement Team.

In the event that department staffing levels or positional eligibility are not met, Police Administration Staff will make recommendations to the Chief of Police as to who will continue to hold Corporal/Officer positions in specialized units. The Chief of Police will make the selection as to who will remain in the Specialized Position(s).

Specialized Units When No Corporal Applies

If a specialized assignment cannot be staffed by a Corporal, then the Officer position may be a two (2) year position with a possible one (1) year extension, to be determined by the unit supervisor, Command staff and the Chief of Police.

Corporal Insignia

Standard Corporal stripes (2 stripes).

This Rotation Agreement will be entered into the Montebello Police Officer's Association Memoranda of Understanding.

This agreed upon Rotation Plan will supersede any previous Corporal Programs that have been used by this department. This agreement will not start the time over again for Corporals/Officers currently in specialized units. The time starts from when the Corporal/Officer was initially transferred from patrol to a specialized unit. For the purpose of rotation changes given the change to rotation years to units, this agreement gives the Chief of Police one additional deployment extension to enact this agreement. This Corporal Guidelines/Rotation Plan will be agreed upon by the Chief of Police and the Montebello Police Officers Association.

5/7/26

Ryan Saldivar Date

Montebello Police Officer's Association President

5/7/26

Luis Lopez Date

Chief of Police

ITEM # 11

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Luis Lopez, Police Chief

SUBJECT: **AUTHORIZE ISSUING REQUEST FOR PROPOSALS (RFP) NO. 26-16 FOR RED LIGHT CAMERA SERVICES**

DATE: June 24, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Authorize issuing Request for Proposals (RFP) No. 26-16 for red-light camera services; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The agreement resulting from this Request for Proposals (RFP) will be funded through the Police Department's Traffic Contract Services, Account No. 100-80-810-6040.10 (General Fund, Police, Traffic, Other Contract Services) for Fiscal Year 2026–2027. The adopted FY 2026-27 budget includes appropriations for red light camera services. Therefore, a budget amendment is not needed as part of the recommended actions.

BACKGROUND/DISCUSSION:

The Montebello Police Department currently has a contract set to expire June 30, 2026, to administer and operate the City's Red Light Photo Enforcement Program at eight (8) strategically identified intersections and corresponding approaches throughout the City. Due to limited departmental resources available for conventional traffic enforcement operations, the automated enforcement system serves as a critical force multiplier, enhancing roadway safety by significantly reducing red-light violations and traffic-related collisions.

The City is soliciting proposals from qualified and experienced contractors to provide comprehensive red-light camera enforcement services. The selected contractor shall furnish all labor, supervision, equipment, materials, traffic control, and safety measures necessary to successfully perform the required services. The resulting agreement will consist of an initial three (3) year term, with the option for the City to extend the agreement for up to two (2) additional one-year terms, for a maximum total contract duration of five (5) years.

Request for Proposals No. 26-16 (Attachment A) outlines the scope of work, which includes, but is not limited to, the installation, maintenance, repair, and replacement of red-light camera systems; coordination with City personnel; implementation of traffic control measures; site restoration and disposal of materials; and preparation of all required project documentation. The contractor selected through the competitive RFP process will be required to provide high-quality equipment and services and comply with all applicable prevailing wage laws and regulations.

The proposed schedule for the RFP process is as follows:

- **RFP Release Date:** June 25, 2026
- **Deadline for Questions from Prospective Vendors:** July 7, 2026, at 12:00 p.m. PST
- **Proposal Submission Deadline:** July 16, 2026, at 11:00 a.m. PST

ENVIRONMENTAL:

N/A

ANALYSIS:

Issuing RFP No. 26-16 (Attachment A) will enable the City to competitively procure the services of a qualified contractor to provide comprehensive red-light camera enforcement services on an as-needed basis. The RFP process is intended to ensure:

- Timely and efficient response to red-light camera system service and maintenance needs;
- Compliance with all applicable laws, regulations, safety standards, and prevailing wage requirements;
- Delivery of high-quality expertise, equipment, and materials;
- Minimal disruption to the public and surrounding traffic during installation and maintenance activities; and
- Fiscal responsibility through a fair and competitive procurement process

Proposals submitted in response to the RFP will be evaluated based on the following

criteria: consultant qualifications and experience (65%), reputation and references (15%), and proposed fees and cost competitiveness (20%). The City reserves the right to conduct interviews, request additional or clarifying information, and accept or reject any proposal, in whole or in part, as determined to be in the best interest of the City.

SUMMARY:

Staff recommend the City Council authorize issuance of RFP No. 26-16 (Attachment A) for red-light camera services. The competitive solicitation process will enable the City to secure the services of a qualified contractor to provide reliable and effective red-light camera enforcement services while ensuring fiscal responsibility, operational efficiency, and continued public safety.

ATTACHMENT(S)

1. Attachment A- RFP 26-16 Redlight Camera Services

CITY OF MONTEBELLO

Request for Proposals

RFP No. 26 – 16

Redlight Camera Services

Release Date: Thursday, June 25, 2026

Questions Due: Tuesday, July 7, 2026, at 12:00 p.m. PDT

Due Date: Thursday, July 16, 2026, at 11:00 a.m. PDT

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TO PROSPECTIVE PROPOSERS

The City of Montebello ("City") invites proposal submissions under this Request for Proposals ("RFP"). The City will evaluate responses to this solicitation to determine qualifications. Submissions must adhere to the format and content described. Only proposals that adhere to the requirements will be evaluated. The information set forth is the minimum required to qualify for consideration. The successful Proposer will be required to enter into a Professional Services Agreement based on the specifications outlined in this RFP.

DATE OF SOLICITATION

June 25, 2026

PROJECT

Redlight Camera Services

PROPOSAL OWNER

City of Montebello – Police Department
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Chief Luis Lopez, Montebello Police Department
Contact Phone: (323) 887-1200
Contact E-Mail: LLopez@montebelloca.gov

PROPOSAL CONTACT

City of Montebello – Police Department
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Briannon Padilla, Management Analyst
Contact Phone: (323) 887-1200
Contact E-Mail: BPadilla@montebelloca.gov

Any questions about this RFP should be submitted via the City's PlanetBids Portal by Wednesday, July 16, 2026, at 11:00 a.m. PST. Prospective consultants must register their business with PlanetBids before being able to view or submit a response. To access the City's PlanetBids Portal, please go to:

https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839

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1.0 Notice Inviting Proposals

The City of Montebello (the "City") is seeking proposals from qualified consultants to provide Photo Red Light Enforcement Services for the City of Montebello. The purpose of this Request for Proposal (RFP) is to select a qualified contractor to provide all labor, equipment, software, installation, maintenance, citation processing support, reporting, training, and related services necessary to operate and maintain the City's Photo Red Light Enforcement Program.

Services must be formed in accordance with the specifications, terms, and conditions identified in Request for Proposals (RFP) 26-16. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

To view the complete RFP package, please visit:

https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839

Prospective consultants must register with PlanetBids before being able to view or submit a response.

Questions must be submitted by **Tuesday, July 7, 2026, at 12:00 p.m. PDT.**

**********QUESTIONS MUST BE SUBMITTED VIA PLANETBIDS********

Proposals must be submitted via PlanetBids by **Thursday, July 16, 2026, at 11:00 a.m. PDT.**

Responses will be evaluated to determine the Consultant that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described. The City reserves the right to accept or reject any and all proposals.

2.0 Introduction

The City of Montebello invites qualified consultants to provide Photo Red Light Enforcement Services for the City of Montebello. The purpose of this Request for Proposal (RFP) is to select a qualified contractor to provide all labor, equipment, software, installation, maintenance, citation processing support, reporting, training, and related services necessary to operate and maintain the City's Photo Red Light Enforcement Program.

About the City of Montebello

Montebello ("beautiful mountain" in Spanish and Italian) is a city in the County of Los Angeles. Founded in 1899 and incorporated in 1920, the City is an 8.37 square mile General Law City located approximately 11 miles east of Downtown Los Angeles. Currently, the City has a population of approximately 63,000 residents. It hosts a mix of various industries that represent the business diversity of the County of Los Angeles. It is a full-service City that provides a long list of services, employing approximately 600 full-time and part-time employees in public safety, transit, and non-safety functions.

3.0 Timeline

- Release RFP — Thursday, June 25, 2026
- Online Q&A Deadline — Tuesday, July 7, 2026 at 12 p.m. PST
- Deadline to Submit Responses — Thursday, July 16, 2026 at 11 a.m. PST
- City Review of Submissions — Summer 2026
- Notifications Sent to Consultants — Summer 2026
- Award — Summer-Fall 2026

4.0 Purpose

The purpose of this solicitation is to identify a qualified Consultant to assist the City with the knowledge and expertise in all aspects of the services requested in this RFP. The City is seeking proposals from qualified to provide Photo Red Light Enforcement Services for the City of Montebello. The purpose of this Request for Proposal (RFP) is to select a qualified contractor to provide all labor, equipment, software, installation, maintenance, citation processing support, reporting, training, and related services necessary to operate and maintain the City's Photo Red Light Enforcement Program.

The City currently operates a Red-Light Enforcement Program at six (6) intersections with eight (8) monitored approaches. The selected vendor shall provide a turnkey red light photo
enforcement solution that complies with all applicable California laws and regulations.

The objectives of the program are to:

- Reduce traffic collisions and red-light violations;
- Improve public safety at signalized intersections;
- Encourage voluntary compliance with traffic laws;
- Provide reliable enforcement technology and citation support services;
- Support the Montebello Police Department Traffic Bureau with efficient and effective red-light enforcement operations.

The City reserves the right to expand the program to additional intersections and approaches during the term of the agreement.

5.0 Scope of Work/Services

The selected vendor shall provide comprehensive Photo Red Light Enforcement Services, including but not limited to the following:

1. **Provide all labor, supervision, software, hardware, equipment, materials, installation, maintenance, monitoring, communication systems, and support necessary to implement and operate the City's Red Light Enforcement Program.**
2. **Furnish, install, operate, and maintain digital red-light camera systems at designated intersections and approaches identified by the City.**
3. **Provide a fully operational turnkey system capable of capturing high-resolution digital images and video of vehicles violating red-light traffic laws.**
4. **Configure systems capable of capturing the front and rear of the violator vehicle, including the driver's face, license plate, and traffic signal indication.**
5. **Install all poles, sensors, underground conduit, wiring, communication systems, and related equipment necessary for proper operation of the system.**

6. **Coordinate all installation and maintenance work with the City of Montebello and comply with all applicable federal, state, county, and local regulations.**
7. **Provide ongoing system monitoring, preventive maintenance, troubleshooting, repairs, software updates, and replacement of malfunctioning equipment.**
8. **Maintain uninterrupted operation of all camera systems and provide response times for repairs consistent with industry standards.**
9. **Provide a secure web-based citation review system accessible by authorized Montebello Police Department personnel.**
10. **Provide image and video processing services necessary to support issuance of citations in compliance with California Vehicle Code requirements.**
11. **Provide access to DMV registration information and citation processing support services as permitted by law.**
12. **Provide secure internet access for violators to review citation images and video evidence.**
13. **Maintain proper chain-of-custody procedures for all digital evidence.**
14. **Provide monthly and annual reports including, but not limited to:**
    - Number of violations captured;
    - Number of citations issued;
    - Number of rejected violations;
    - Citation disposition statistics;
    - System uptime and maintenance activity;
    - Revenue and operational reports as requested by the City.
15. **Provide training for Montebello Police Department personnel regarding system operation, citation review procedures, reporting functions, and system administration.**

16. **Provide expert witness testimony and technical support for administrative hearings and court proceedings as required.**
17. **Assist the City with public education and community awareness efforts regarding the Photo Red Light Enforcement Program.**
18. **Provide proof of insurance, licenses, certifications, and any required permits prior to commencement of services.**
19. **Ensure all services comply with California Vehicle Code requirements and all applicable state and federal regulations.**
20. **Provide a dedicated program manager to coordinate operations with the Montebello Police Department.**

6.0 Consultant Qualifications

The contractor shall demonstrate experience and qualifications in automated traffic enforcement and photo red light enforcement services for municipalities and public agencies.

The contractor shall:

1. Possess a minimum of five (5) years of experience providing automated red-light enforcement services;
2. Demonstrate successful implementation and operation of similar programs for California municipalities or comparable public agencies;
3. Demonstrate experience with installation, maintenance, and operation of red-light camera systems;
4. Demonstrate the ability to provide secure citation processing and evidence management systems;
5. Provide references for comparable projects completed within the last five (5) years;
6. Demonstrate the financial stability and operational capacity necessary to support the program;

7. Demonstrate the ability to provide ongoing maintenance, technical support, training, and court support services.

Licensing and Compliance Requirements

The contractor shall comply with all applicable federal, state, and local laws, regulations, ordinances, and court requirements governing automated traffic enforcement systems.

The contractor shall provide:

- Current business license;
- Proof of insurance meeting City requirements;
- Any applicable California contractor licenses;
- Evidence of compliance with California Vehicle Code provisions related to automated red-light enforcement systems;
- Documentation of data security and evidence retention policies;
- Documentation regarding chain-of-custody procedures for digital evidence;
- Documentation regarding employee training and certification programs.

The contractor shall ensure all personnel assigned to the project are appropriately trained in:

- Automated traffic enforcement system operations;
- Digital evidence handling procedures;
- Citation processing requirements;
- California Vehicle Code requirements;
- Court testimony and evidence procedures;
- Traffic safety and public interaction.

PREVAILING WAGES RATES

It shall be mandatory upon the Contractor to whom the agreement is awarded to pay not less than the prevailing rates of wages to all workers employed by him in the execution of the agreement. The Contractor will be required to comply with the California Labor Code, Article 2, Section 1770 through 1780 inclusive and Article 5, Section 1810 through 1861 inclusive (Laws and Regulations governing the payment of prevailing wages). The Contractor shall pay its employees the general prevailing rate of wages as determined by the Director of the Department of Industrial Relations. Contractor and any of their subcontractors shall keep an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the- actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed. The payroll records shall be certified, available for inspection, and copies thereof furnished with the payment requests as prescribed in Section 1776 of the Labor Code. Contractor shall keep the City informed as to the location of the records and shall be responsible for the compliance with these requirements by all subcontractors.

Background Check
Consultant representatives working on-site and in some remote capacities, will be required to undergo a background check conducted by the City.

7.0 Proposal submittal
Please review Appendix A - Proposal Format and Content, attached hereto and incorporated herein by this reference, for specific details regarding the information that needs to be included in your submission. Failure to provide all requested information may be considered “non-responsive” and rejected.
Responses to this RFP must be submitted electronically via the City’s PlanetBids Portal by the deadline. Any responses transmitted and/or time-stamped after the deadline will not be accepted. Consultants planning to submit responses to this request are highly encouraged to submit all documentation before the deadline to avoid technical difficulties/errors.

8.0 Evaluation Criteria
The City will establish an evaluation committee to review and rate each proposal. The proposal evaluation process will be conducted using a multi-step method which will include the following steps:

A. **Preliminary Proposal Review** - The evaluation committee will review each submission to ensure adherence to the minimum/proposal format requirements.
B. **Proposal Evaluation** - In the second part of this process, the evaluation committee will review and rate proposals using a combined score based on the

following:

i. Qualifications as they relate to this project - 65%
   a. Thoroughness and understanding of the tasks to be completed
   b. Background and experience
   c. Knowledge of the City of Montebello
   d. Experience of personnel assigned to the work
   e. Communication Skills
   f. Interview, if required

ii. Reputation for integrity and competence – 15%
   a. Positive Reference Checks
   b. Work Samples

iii. Proposed fees for services – 20%

The City reserves the right to request and obtain, from one or more proposers, supplementary information as may be necessary for the City to analyze the proposal pursuant to selection criteria. Upon completion of the evaluation phase, the City may select those consultants for interviews whose proposals and qualifications most closely conform to the requirements of this RFP and provide the best value to the City.

9.0 Protest Procedures

Proposal Protest Procedures (Before Proposal Opening)

A protest filed before the proposal due date deadline must be filed in writing or by email no later than ten (10) working days before the due date. The most common types of protest that might be filed before a proposal due date include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal due date.

When a protest is filed before a scheduled proposal due date, certain steps must be followed:

A. The protest must be submitted in writing within the specified time frame (no later than ten (10) working days prior to a proposal due date). All protests must be filed with the Director of Finance for determination. Protest must be submitted to the Director of Finance by mail or e-mail within the specified time frame. Protests can be sent to:

   Mail:
   Michael Solorza, Director of Finance
   City of Montebello

Attn: Department of Finance
1600 W. Beverly Blvd
Montebello, CA 90640

or

E-mail:
msolorza@montebelloca.gov

B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.

C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.

D. All potential proposers will be advised of a pending protest.

E. The City shall not review proposals prior to the resolution of the protest unless it is determined that:

- The items to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make a prompt award will otherwise cause undue harm to the City.

The City will respond in writing within ten (10) working days after receipt of a properly filed protest. The Director of Finance will respond and include a response to each substantive issue raised in the protest.

After the exhaustion of administrative remedies, the protesting party will be given the City's final decision. The Director of Finance has the authority to decide on all protests.

Proposal Protest Procedures (After Proposal Due Date/Post Award)
A protest filed after a proposal deadline/due date must be filed within three (3) working days after the proposal deadline/due date. The City will grant the protesting Consultant a fair review and shall have up to ten (10) working days to review the protest and render its decision.

10.0 Execution of Agreement

The resulting agreement (see attached sample) shall be signed by the successful Vendor and returned within the required insurance within ten (10) business days after the City has provided written notice that the Vendor has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall cause, at the City's option, for annulment of the award. Please review the insurance requirements and indemnification clause in the attached sample agreement. Should the successful Vendor decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation.

11.0 Insurance

The Consultant selected must meet the following minimum insurance requirements upon execution of the City's Professional Services Agreement:

A. **Commercial General Liability**

Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury with limits no less than $2,000,000 per occurrence and $4,000,000 aggregate.

If requested, the "City of Montebello, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to the Insurance Services Office, Inc. Form CG 20 10 11 85 of CG 20 26 1185.

B. **Business Automobile Liability**

For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form CA 00 01 covering, Code 1 (any auto), or if the Consultant has not owned autos, Code 8 (hired) and 9 (non-owned) with a limit no less than $1,000,000 per accident for bodily injury and property damage.

If an automobile is not necessary to perform services, the Firm must submit a written request for a waiver of this requirement.

C. **Professional Liability or Errors and Omissions**

Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the Consultant to provide professional liability or errors and omissions liability insurance in an amount not less than $2,000,000 per occurrence or claim, $4,000,000

aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability.

D. **Workers' Compensation and Employer's Liability**
Workers' compensation as required by the California Labor Code and Employer's Liability in an amount not less than $1,000,000 per accident for bodily injury or disease.

Required Insurance Documentation

Certificate of Insurance
The Certificate Holder must be listed as follows:

City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

Endorsements (if requested)
In addition to the Certificate of Insurance, the Consultant must provide the following endorsements:

Additional insured endorsements to the general liability and auto liability* insurance policies. The "City of Montebello, its officials, employees, and agents" must be endorsed to the Consultant's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

Cancellation notice endorsements. Each policy must be endorsed to certify that it will not be canceled or non-renewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation due to nonpayment of premium is acceptable).

Primary, non-contributory coverage endorsements. The general liability and professional liability (if required) policies must be endorsed to provide that each policy shall apply on a primary, non-contributing basis with any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees, and agents.

Waiver and Modifications of Insurance Requirements
To the extent permitted by law, the City may modify these insurance requirements at any time and at its sole discretion.

In general, any contract deemed sole source, professional/professional services, involves the disclosure of proprietary information, and/or a public works project may require revisions to the City's standard insurance requirements. Any revisions to the insurance requirements will be identified within the associated service contract terms and conditions.

Consultants may request a waiver or modification of these insurance requirements. Waiver or modification requests must be submitted in writing. The request should state the specific insurance requirement that is being considered for waiver or modification and provide a brief explanation for the request. Requests will be reviewed on a case-by-case basis, and the decision will ultimately depend on the scope of services. The final decision to approve or deny a request will be at the City's legal authority and/or an authorized designee's discretion.

12.0 Non-Commitment of City

While the City intends to select a Consultant through this process, this intention is subject to change at any time during the process. The City does not commit to awarding an agreement, paying any costs incurred in preparing the proposal for this request, and/or procuring or contracting any items or services.

13.0 Labor Requirements

A. **Background:** All personnel engaged in the performance of this work shall be employees of the Consultant and, as such, shall be warranted to possess sufficient experience and reliability to perform this work.

B. **Health:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Consultant shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Consultant allow the use of or presence of alcohol or drugs on the premises or in the building.

C. **Non-Discrimination:** The Consultant shall not engage in discrimination in the employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex, or religion of such persons.

D. **Conduct:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the work properly and acceptably or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.

14.0 Records
The Consultant agrees to permit the City Manager or designee access to records, reports, files, and other papers or property of the Consultant to audit any performance aspect under this agreement.

15.0 Subcontractors
The Consultant shall be responsible for all work performed under the final agreement and shall keep all work under his control. No portion of the work may be subcontracted without the prior written consent of the City. All subcontractors used on this work shall be under the direct supervision of the Consultant and shall be considered as their employees. Any approved subcontractors must provide insurance indemnifying the City with limits at or exceeding the limits of the Contractor's insurance.

16.0 Modifications/Changes
Changes in the areas serviced and/or specifications may be necessary during the agreement term. Changes in the agreement's requirements and corresponding changes in compensation may be implemented upon mutual understanding between the City and the Consultant. These changes will be processed by the City Manager.

17.0 Disclosure of Information

A. The Consultant agrees that it will not during or after the term of the agreement, disclose any proprietary information or confidential business information of the City, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, Consultant, corporation, association, or other entity or the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information received by the Consultant shall be used exclusively in connection with the performance of services.

B. The Consultant shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Consultant hereunder or mentioning or implying the name of the City or its respective personnel without the prior written consent of the City.

18.0 Ex-Parte Communications
Consultant and Consultant representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about this RFP. This requirement also includes any evaluation panel member, except for designated RFP facilitators. This requirement remains in effect until after award notifications have been made.

This restriction does not prohibit Consultants and their representatives from making oral statements or presentations to City representatives during a scheduled public meeting.

19.0 City of Montebello Rights
At its discretion, the City reserves the right to:

A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:

   i. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
   ii. The Consultant, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
   iii. The Consultant failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.

B. 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;

C. Accept all or any part of a proposal;

D. Cancel the entire RFP;

E. Issue subsequent RFPs; or

F. Waive any errors or informalities in any proposal to the extent law permits.

Please review:

Appendix A – Proposal Content and Format

Appendix B – Cost Proposal

Appendix C– Sample Professional Services Agreement

Appendix D – Reference Sheet

Appendix E – Required Bidder Information

Appendix “A”

Proposal Content and Format

Proposal Content

The consultant shall be responsible for preparing a compelling, clear, and concise proposal. The City is requesting Redlight Camera Services, which contains at a minimum the following information:

1. **Letter of Interest -** Please include a letter expressing your interest in being considered for the project. Include a statement regarding the vendor's availability to dedicate time, personnel, and resources to this effort. The letter of interest must include a commitment to the availability of the vendor and all key project staff during the planning period and a proposed schedule designed to meet the City's needs for the project.

2. **Project Understanding and Approach** - Please include a statement demonstrating your understanding of the proposed project. Describe your general approach to completing the project successfully, methodologies and technologies you would employ, key milestones and processes you would employ. Describe what information you would expect the City to supply.

3. **Relevant Experience** - Please include information describing your experience providing similar services for public agencies. Provide a minimum of three (3) specific examples of relevant experience. At a minimum, the vendor should provide a list of the most recent projects (i.e., completed within the last five (5) years is preferred, but samples outside of this timeframe will be accepted if relevant) for which the consultant has performed similar services of similar size, scope, and complexity.

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

   Resumes may also be included in this section for any key staff associated with project.

4. **Proposed Scope of Services** - Please provide a proposed Scope of Services, based on the Scope of Work contained in this RFP; and discuss any ideas for modifying, clarifying, or improving the City's proposed scope of work. Provide a realistic working schedule with key deliverables, milestones, and tasks.

5. **Conflict of Interest Statement –** The vendor shall disclose any financial, business, or other relationship with the City that may have an impact upon the selection process. If the vendor does not have any such conflicts, a statement declaring such should be included in their submission.

6. **Cost Proposal –** Cost proposal should include the following:

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

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

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

All proposals must be submitted using the PlanetBids Portal by Thursday, July 16, 2026, at 11:00 AM PDT. It is highly encouraged that proposals are submitted ahead of the deadline to avoid any technical difficulties that might be encountered while using the portal.

Proposal Format

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

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

1. Title Page showing the request for proposals subject; the vendor's name; the name, address, email and telephone number of the contact person; and the date of the proposal.

2. Table of Contents identifying the items/section listed in the "Proposal Content and Format" section of this RFP.

3. Detailed proposal following the order set forth in the "Proposal Content and Format" of this RFP.

Appendix"B"

Cost Proposal

Company Name: _____

Representative Name: _____

Signature: _____

Location	Year 1 Annual Cost	Year 2 Annual Cost	Year 3 Annual Cost
Garfield Ave. & Beverly Blvd.			
N. Garfield Ave. & Via Campo (East)			
N. Garfield Ave. & Via Campo (North)			
Beverly Blvd. & Montebello Blvd.			
N. Montebello Blvd.& Paramount Blvd (North)			
N. Montebello Blvd.& Paramount Blvd (South)			
Washington Blvd. & Greenwood Ave.			
Montebello Blvd & Whittier Blvd.			

TOTAL: _____ _____ _____

Year 1 Annual Cost Year 2 Annual Cost Year 3 Annual Cost

Appendix "C"

Sample Professional Services Agreement

[See Next Page]

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. _____
WITH _____

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

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide services

WHEREAS, the CONSULTANT submitted a response to the RFP; and

WHEREAS, the City evaluated the responses and determined that the Consultant will meet the requirements in a satisfactory manner.

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

a. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
b. RFP -xxx
c. Proposal referenced and Best Final Offer received by the successful proposer.
d. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

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

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

"Professional Services").

C. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall 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 on June 30, 2027, from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended through June 30, 2029, with mutual agreement from both parties.

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

SECTION 4. PERFORMANCE.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY.

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the 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 CONTRACTOR shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONTRACTOR's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and

advertising injury, with limits no less than $2,000,000 per occurrence, $4,000,000 aggregate.

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

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

Professional Liability insurance appropriate to the CONTRACTORS'S profession, with limit no less than $2,000,000 per occurrence or claim, $4,000,000 aggregate.

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

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

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

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

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f. 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.

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

h. 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.

i. 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.

j. **Evidence of Insurance prior to commencement**. The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together

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

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

k. 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.

l. **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).

m. 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.

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

o. 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.

p. 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.

q. 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.

r. 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 Finance Attn: Michael Solorza 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887 – 1200 Email: msolorza@montebelloca.gov
If to Consultant:	CONSULTANT NAME RECIPIENT NAME ADDRESS PHONE NUMBER Email:

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

SECTION 26. EXTENSION TO OTHER PUBLIC AGENCIES

Unless otherwise specified in writing, the CONSULTANT agrees that the prices, terms, and conditions identified in the Proposal (Exhibit "A") and Agreement may be extended to other governmental agencies at the mutual agreement of both the public agency and awarded CONSULTANT. All requirements of the specifications, purchase orders, invoices, and payments with other agencies shall be directly with the CONSULTANT. CONSULTANT acknowledges and agrees to the extension of these contract terms to other governmental agencies conditioned upon the agreement of the CONSULTANT with the governmental agency. This provision in no way guaranteed that the CONSULTANT will agree to enter into a contract with a governmental agency pursuant to this Section.

[**SIGNATURE PAGE TO FOLLOW**]

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

("CITY")	("CONSULTANT")
CITY OF MONTEBELLO	**(CONSULTANT NAME)**
Raul Alvarez, City Manager	(CONSULTANT SIGNATORY, TITLE)

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

Appendix "D"

Reference Sheet

City of Montebello

RFP 26-16

RED LIGHT CAMERA SERVICES

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Entity Name _____

Business Address _____

Name of Contact_____

Title Contact_____

Telephone Number of Contact_____

Email of Contact _____

Description of Project_____

Date of Service_____

Entity Name _____

Business Address _____

Name of Contact_____

Title Contact_____

Telephone Number of Contact_____

Email of Contact _____

Description of Project_____

Date of Service_____

Appendix "E"
Required Bidder Information

NAME OF CONTRACTOR:

_____

TYPE OF FIRM: _____ Individual _____ Partnership _____ Corporation

ADDRESS:

_____

DIR #: _____

APPLICABLE CONTRACTOR/LICENSE INFORMATION: _____

NAME AND TITLE OF ALL OFFICERS OF THE FIRM:

NO. OF YEARS AS A CONTRACTOR IN NO. OF YEARS PROVIDING PHOTO RED LIGHT CAMERA SERVICES OF THIS TYPE: _____

FIVE CONTRACTS OF THIS SIZE AND TYPE CURRENTLY OR RECENTLY PEFORMED:

DATE	CONTRACT AMOUNT	TYPE OF PROJECT	CONTACT INFORMATION

NOTE: If requested by the City, the contractor shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of financial conditions.

ITEM # 12

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Luis Lopez, Police Chief

SUBJECT: **AUTHORIZE ISSUING REQUEST FOR PROPOSALS (RFP) NO. 26-08 FOR CROSSING GUARD SERVICES**

DATE: June 24, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Authorize issuing Request for Proposals (RFP) No. 26-08 for crossing guard services: and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The agreement resulting from this Request for Proposals (RFP) will be funded through the Police Department's Traffic Contract Services, Account No. 100-80-810-6040.10 (General Fund, Police, Traffic, Other Contract Services) for Fiscal Year 2026–2027. The adopted FY 2026-27 budget includes appropriations for crossing guard services. Therefore, a budget amendment is not needed as part of the recommended actions. It should be noted that Montebello Unified School District (MUSD) reimburses the City for ten percent (10%) of the actual expenses related to the services provided.

BACKGROUND/DISCUSSION:

The Montebello Police Department currently has an agreement to provide crossing guard services that will expire on June 30, 2026, to administer and operate crossing guard services at five (5) locations for three (3) hours a day, for one hundred and eighty days a year (180). The purpose of the program is to enhance pedestrian safety, assist students and residents in safely crossing designated intersections, and support the orderly flow of vehicular and pedestrian traffic during peak school travel hours.

The selected contractor will be responsible for furnishing all necessary labor, supervision, training, uniforms, safety equipment, and administrative support required to provide reliable and effective crossing guard services. Duties will include directing pedestrian crossings, promoting safe traffic practices, maintaining a visible and professional presence at assigned locations, and coordinating with City staff and school officials as necessary to address operational or safety concerns.

Request for Proposals No. 26-08 (Attachment A) outlines the full scope of work and contractor responsibilities, including personnel scheduling and supervision, compliance with applicable traffic safety standards, background screening and training requirements for crossing guards, incident reporting procedures, and ongoing coordination with the City. The contractor selected through the competitive RFP process will be expected to provide highly qualified personnel, maintain consistent service levels, and comply with all applicable federal, state, and local laws and regulations.

The proposed schedule for the RFP process is as follows:

- **RFP Release Date:** June 25, 2026
- **Deadline for Questions from Prospective Vendors:** July 7, 2026, at 12:00 p.m. PST
- **Proposal Submission Deadline:** July 16, 2026, at 11:00 a.m. PST

ENVIRONMENTAL:

ANALYSIS:

Issuing RFP No. 26-08 (Attachment A) will enable the City to competitively procure the services of a qualified contractor to provide professional crossing guard services at designated school crossing locations throughout the City. The RFP process is intended to ensure: timely and reliable crossing guard coverage during designated school travel hours; compliance with all applicable laws, regulations, traffic safety standards, and personnel requirements; provision of qualified, properly trained, and professional crossing guard personnel; safe and efficient pedestrian crossing operations with minimal disruption to vehicular traffic; and fiscal responsibility through a fair and competitive procurement process.

Proposals submitted in response to the RFP will be evaluated based on the following criteria: consultant qualifications and experience (65%), reputation and references (15%), and proposed fees and cost competitiveness (20%). The City reserves the right to conduct interviews, request additional or clarifying information, and accept or reject any proposal, in whole or in part, as determined to be in the best interest of the City.

SUMMARY:

Staff recommend that the City Council authorize issuance of RFP No. 26-08 (Attachment A) for crossing guard services. The competitive solicitation process will enable the city to secure the services of a qualified contractor to provide reliable and professional crossing guard services that enhance pedestrian and school-zone safety while ensuring fiscal responsibility, operational efficiency, and continued public safety throughout the community.

ATTACHMENT(S)

1. Attachment A- RFP 26-08 Crossing Guard Services

CITY OF MONTEBELLO

Request for Proposals

RFP No. 26 – 08

City Wide Crossing Guard Services

Release Date: Thursday, June 25, 2026

Questions Due: Tuesday, July 7, 2026, at 12:00 p.m. PDT

Due Date: Thursday, July 16, 2026, at 11:00 a.m. PDT

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TO PROSPECTIVE PROPOSERS

The City of Montebello ("City") invites proposal submissions under this Request for Proposals ("RFP"). The City will evaluate responses to this solicitation to determine qualifications. Submissions must adhere to the format and content described. Only proposals that adhere to the requirements will be evaluated. The information set forth is the minimum required to qualify for consideration. The successful Proposer will be required to enter into a Professional Services Agreement based on the specifications outlined in this RFP.

DATE OF SOLICITATION

June 25, 2026

PROJECT

Citywide Crossing Guard Services

PROPOSAL OWNER

City of Montebello – Police Department
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Chief Luis Lopez, Montebello Police Department
Contact Phone: (323) 887-1200
Contact E-Mail: LLopez@montebelloca.gov

PROPOSAL CONTACT

City of Montebello – Police Department
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Briannon Padilla, Management Analyst
Contact Phone: (323) 887-1200
Contact E-Mail: BPadilla@montebelloca.gov

Any questions about this RFP should be submitted via the City's PlanetBids Portal by Wednesday, July 16, 2026, at 11:00 a.m. PST. Prospective consultants must register their business with PlanetBids before being able to view or submit a response. To access the City's PlanetBids Portal, please go to:

https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839

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Appendix A – Proposal Content and Format
Appendix B – Sample Professional Services Agreement
Appendix C – Cost Proposal
Appendix D – Reference Sheet
Appendix E – Required Bidder Information

1.0 Notice Inviting Proposals

The City of Montebello (the "City") is seeking proposals from qualified consultants to provide Citywide Crossing Guard Services for the Montebello Unified School District area and surrounding community. The selected contractor shall provide trained crossing guards to ensure the safe crossing of students and pedestrians at designated school intersections throughout the City.

Services must be formed in accordance with the specifications, terms, and conditions identified in Request for Proposals (RFP) 26-08. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

To view the complete RFP package, please visit:

https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839

Prospective consultants must register with PlanetBids before being able to view or submit a response.

Questions must be submitted by **Tuesday, July 7, 2026, at 12:00 p.m. PST.**

**********QUESTIONS MUST BE SUBMITTED VIA PLANETBIDS********

Proposals must be submitted via PlanetBids by **Thursday, July 16, 2026, at 11:00 a.m. PST.**

Responses will be evaluated to determine the Consultant that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described. The City reserves the right to accept or reject any and all proposals.

2.0 Introduction

The City of Montebello invites qualified consultants to provide Citywide Crossing Guard Services for the Montebello Unified School District area and surrounding community. The selected contractor shall provide trained crossing guards to ensure the safe crossing of students and pedestrians at designated school intersections throughout the City.

About the City of Montebello

Montebello ("beautiful mountain" in Spanish and Italian) is a city in the County of Los Angeles. Founded in 1899 and incorporated in 1920, the City is an 8.37 square mile General Law City located approximately 11 miles east of Downtown Los Angeles. Currently, the City has a population of approximately 63,000 residents. It hosts a mix of various industries that represent the business diversity of the County of Los Angeles. It is a full-service City that provides a long list of services, employing approximately 600 full-time and part-time employees in public safety, transit, and non-safety functions.

3.0 Timeline

- Release RFP — Thursday, June 24, 2026
- Online Q&A Deadline — Tuesday, July 7, 2026 at 12 p.m. PST
- Deadline to Submit Responses — Thursday, July 16, 2026 at 11 a.m. PST
- City Review of Submissions — Summer 2026
- Notifications Sent to Consultants — Summer 2026
- Award — Summer-Fall 2026

4.0 Purpose

The purpose of this solicitation is to identify a qualified Consultant to assist the City with the knowledge and expertise in all aspects of the services requested in this RFP. The City is seeking proposals from qualified consultants to provide Crossing Guard Services for the Montebello Unified School District area and surrounding community. The selected contractor shall provide trained crossing guards to ensure the safe crossing of students and pedestrians at designated school intersections throughout the City.

The contractor shall provide all labor, supervision, training, scheduling, uniforms, equipment, and management necessary to operate crossing guard services at five (5) designated locations, approximately three (3) hours per day, for one hundred eighty (180) school days annually.

The purpose of this Request for Proposal (RFP) is to enter into an agreement with a qualified organization capable of delivering reliable, professional, and safety-oriented crossing guard services that meet the needs of the City of Montebello, the Montebello Police Department, and the community

5.0 Scope of Work/Services
The selected consultant, working under the direction of staff from the City's Police Department, the selected consultant will bring the necessary expertise to conduct Citywide Crossing Guard Services.

The Scope of Services shall include, but is not limited to, performing the following tasks:

1. **Provide staffing for five (5) designated crossing guard locations throughout the City of Montebello.**
2. **Provide crossing guard services approximately three (3) hours per day during regular school days, totaling approximately one hundred eighty (180) days per year.**
3. **Be fully responsible for the hiring, scheduling, supervision, training, replacement staffing, and management of all crossing guards assigned under the agreement.**
4. **Provide a program manager who will coordinate crossing guard operations with the Montebello Police Department.**
5. **Ensure crossing guards are present and properly equipped at all assigned locations and times.**
6. **Provide alternate personnel as needed to ensure uninterrupted crossing guard coverage.**
7. **Supply all required uniforms, safety apparel, reflective vests, handheld stop signs, and related equipment necessary to safely perform duties.**
8. **Ensure all crossing guards comply with applicable California Vehicle Code requirements, including Vehicle Code Section 21100 and other applicable pedestrian safety regulations.**
9. **Ensure all crossing guards receive proper training related to:**
    - Pedestrian and school crossing safety
    - Traffic control procedures
    - Safety protocols
    - Interaction with students and the public
    - Applicable state and local laws

10. **Maintain appropriate records and supervision of personnel assigned to the contract.**
11. **Coordinate regularly with City staff regarding operational concerns, schedule adjustments, and performance expectations.**
12. **Provide proof of insurance, licenses, and any required certifications prior to commencement of services.**

6.0 Consultant Qualifications

The contractor shall demonstrate experience and qualifications in providing crossing guard or similar public safety staffing services for municipalities, school districts, or public agencies.

The selected consultant must have the following qualifications:

- Possess the capability and experience necessary to provide professional crossing guard services.
- Demonstrate a history of successfully performing similar work for public agencies.
- Provide evidence of organizational stability and operational capacity.
- Provide references for similar projects completed within the last five (5) years.
- Demonstrate the ability to recruit, train, supervise, and retain qualified personnel.

Licensing and Compliance Requirements

The contractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances.

The contractor shall provide:

- Current business license
- Proof of insurance meeting City requirements
- California Department of Industrial Relations (DIR) registration number, if applicable
- Any certifications or training documentation related to crossing guard operations and pedestrian safety

The contractor shall ensure all personnel assigned to this contract are properly trained in:

- Pedestrian safety
- School crossing procedures
- California Vehicle Code requirements
- Traffic safety practices

The contractor shall provide evidence of compliance with California Vehicle Code Section 21100 and all applicable public safety regulations prior to execution of the agreement.

PREVAILING WAGES RATES

It shall be mandatory upon the Contractor to whom the agreement is awarded to pay not less than the prevailing rates of wages to all workers employed by him in the execution of the agreement. The Contractor will be required to comply with the California Labor Code, Article 2, Section 1770 through 1780 inclusive and Article 5, Section 1810 through 1861 inclusive (Laws and Regulations governing the payment of prevailing wages). The Contractor shall pay its employees the general prevailing rate of wages as determined by the Director of the Department of Industrial Relations. Contractor and any of their subcontractors shall keep an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the- actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed. The payroll records shall be certified, available for inspection, and copies thereof furnished with the payment requests as prescribed in Section 1776 of the Labor Code. Contractor shall keep the City informed as to the location of the records and shall be responsible for the compliance with these requirements by all subcontractors.

Background Check

Consultant representatives working on-site and in some remote capacities, will be required to undergo a background check conducted by the City.

7.0 Proposal submittal

Please review Appendix A - Proposal Format and Content, attached hereto and incorporated herein by this reference, for specific details regarding the information that needs to be included in your submission. Failure to provide all requested information may be considered “non-responsive” and rejected.

Responses to this RFP must be submitted electronically via the City’s PlanetBids Portal

by the deadline. Any responses transmitted and/or time-stamped after the deadline will not be accepted. Consultants planning to submit responses to this request are highly encouraged to submit all documentation before the deadline to avoid technical difficulties/errors.

8.0 Evaluation Criteria

The City will establish an evaluation committee to review and rate each proposal. The proposal evaluation process will be conducted using a multi-step method which will include the following steps:

A. **Preliminary Proposal Review** - The evaluation committee will review each submission to ensure adherence to the minimum/proposal format requirements.
B. **Proposal Evaluation** - In the second part of this process, the evaluation committee will review and rate proposals using a combined score based on the following:

i. Qualifications as they relate to this project - 65%
   a. Thoroughness and understanding of the tasks to be completed
   b. Background and experience
   c. Knowledge of the City of Montebello
   d. Experience of personnel assigned to the work
   e. Communication Skills
   f. Interview, if required

ii. Reputation for integrity and competence – 15%
   a. Positive Reference Checks
   b. Work Samples

iii. Proposed fees for services – 20%

The City reserves the right to request and obtain, from one or more proposers, supplementary information as may be necessary for the City to analyze the proposal pursuant to selection criteria. Upon completion of the evaluation phase, the City may select those consultants for interviews whose proposals and qualifications most closely conform to the requirements of this RFP and provide the best value to the City.

9.0 Protest Procedures

Proposal Protest Procedures (Before Proposal Opening)

A protest filed before the proposal due date deadline must be filed in writing or by email no later than ten (10) working days before the due date. The most common types of protest that might be filed before a proposal due date include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent

before the scheduled proposal due date.

When a protest is filed before a scheduled proposal due date, certain steps must be followed:

A. The protest must be submitted in writing within the specified time frame (no later than ten (10) working days prior to a proposal due date). All protests must be filed with the Director of Finance for determination. Protest must be submitted to the Director of Finance by mail or e-mail within the specified time frame. Protests can be sent to:

   Mail:
   Michael Solorza, Director of Finance
   City of Montebello
   Attn: Department of Finance
   1600 W. Beverly Blvd
   Montebello, CA 90640

   or

   E-mail:
   msolorza@montebelloca.gov

B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.

C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.

D. All potential proposers will be advised of a pending protest.

E. The City shall not review proposals prior to the resolution of the protest unless it is determined that:

   - The items to be procured are urgently required;
   - Delivery or performance will be unduly delayed by failure to make the award promptly; or

- Failure to make a prompt award will otherwise cause undue harm to the City.

The City will respond in writing within ten (10) working days after receipt of a properly filed protest. The Director of Finance will respond and include a response to each substantive issue raised in the protest.

After the exhaustion of administrative remedies, the protesting party will be given the City's final decision. The Director of Finance has the authority to decide on all protests.

Proposal Protest Procedures (After Proposal Due Date/Post Award)
A protest filed after a proposal deadline/due date must be filed within three (3) working days after the proposal deadline/due date. The City will grant the protesting Consultant a fair review and shall have up to ten (10) working days to review the protest and render its decision.

10.0 Execution of Agreement
The resulting agreement (see attached sample) shall be signed by the successful Vendor and returned within the required insurance within ten (10) business days after the City has provided written notice that the Vendor has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall cause, at the City's option, for annulment of the award. Please review the insurance requirements and indemnification clause in the attached sample agreement.
Should the successful Vendor decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation.

11.0 Insurance
The Consultant selected must meet the following minimum insurance requirements upon execution of the City's Professional Services Agreement:

A. **Commercial General Liability**
Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury with limits no less than $2,000,000 per occurrence and $4,000,000 aggregate.

If requested, the "City of Montebello, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to the Insurance Services Office, Inc. Form CG 20 10 11 85 of CG 20 26 1185.

B. **Business Automobile Liability**
For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form CA 00 01 covering, Code 1 (any auto), or if the Consultant has not owned autos, Code 8 (hired) and 9 (non-owned) with a limit no less than $1,000,000 per accident for bodily injury and property damage.

If an automobile is not necessary to perform services, the Firm must submit a written request for a waiver of this requirement.

C. **Professional Liability or Errors and Omissions**
Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the Consultant to provide professional liability or errors and omissions liability insurance in an amount not less than $2,000,000 per occurrence or claim, $4,000,000 aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability.

D. **Workers' Compensation and Employer's Liability**
Workers' compensation as required by the California Labor Code and Employer's Liability in an amount not less than $1,000,000 per accident for bodily injury or disease.

Required Insurance Documentation

Certificate of Insurance
The Certificate Holder must be listed as follows:

City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

Endorsements (if requested)
In addition to the Certificate of Insurance, the Consultant must provide the following endorsements:

Additional insured endorsements to the general liability and auto liability* insurance policies. The "City of Montebello, its officials, employees, and agents" must be endorsed to the Consultant's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

Cancellation notice endorsements. Each policy must be endorsed to certify that it will not be canceled or non-renewed by either party or reduced in coverage

or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation due to nonpayment of premium is acceptable).

Primary, non-contributory coverage endorsements. The general liability and professional liability (if required) policies must be endorsed to provide that each policy shall apply on a primary, non-contributing basis with any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees, and agents.

Waiver and Modifications of Insurance Requirements

To the extent permitted by law, the City may modify these insurance requirements at any time and at its sole discretion.

In general, any contract deemed sole source, professional/professional services, involves the disclosure of proprietary information, and/or a public works project may require revisions to the City's standard insurance requirements. Any revisions to the insurance requirements will be identified within the associated service contract terms and conditions.

Consultants may request a waiver or modification of these insurance requirements. Waiver or modification requests must be submitted in writing. The request should state the specific insurance requirement that is being considered for waiver or modification and provide a brief explanation for the request. Requests will be reviewed on a case-by-case basis, and the decision will ultimately depend on the scope of services. The final decision to approve or deny a request will be at the City's legal authority and/or an authorized designee's discretion.

12.0 Non-Commitment of City

While the City intends to select a Consultant through this process, this intention is subject to change at any time during the process. The City does not commit to awarding an agreement, paying any costs incurred in preparing the proposal for this request, and/or procuring or contracting any items or services.

13.0 Labor Requirements

A. **Background:** All personnel engaged in the performance of this work shall be employees of the Consultant and, as such, shall be warranted to possess sufficient experience and reliability to perform this work.

B. **Health:** All personnel engaged in the performance of this work shall be in good

health and free of contagious diseases. The Consultant shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Consultant allow the use of or presence of alcohol or drugs on the premises or in the building.

C. **Non-Discrimination:** The Consultant shall not engage in discrimination in the employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex, or religion of such persons.

D. **Conduct:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the work properly and acceptably or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.

14.0 Records

The Consultant agrees to permit the City Manager or designee access to records, reports, files, and other papers or property of the Consultant to audit any performance aspect under this agreement.

15.0 Subcontractors

The Consultant shall be responsible for all work performed under the final agreement and shall keep all work under his control. No portion of the work may be subcontracted without the prior written consent of the City. All subcontractors used on this work shall be under the direct supervision of the Consultant and shall be considered as their employees. Any approved subcontractors must provide insurance indemnifying the City with limits at or exceeding the limits of the Contractor's insurance.

16.0 Modifications/Changes

Changes in the areas serviced and/or specifications may be necessary during the agreement term. Changes in the agreement's requirements and corresponding changes in compensation may be implemented upon mutual understanding between the City and the Consultant. These changes will be processed by the City Manager.

17.0 Disclosure of Information

A. The Consultant agrees that it will not during or after the term of the agreement, disclose any proprietary information or confidential business information of the City, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, Consultant, corporation, association, or other entity or the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information received by the Consultant shall be used exclusively in connection

with the performance of services.

B. The Consultant shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Consultant hereunder or mentioning or implying the name of the City or its respective personnel without the prior written consent of the City.

18.0 Ex-Parte Communications

Consultant and Consultant representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about this RFP. This requirement also includes any evaluation panel member, except for designated RFP facilitators. This requirement remains in effect until after award notifications have been made.

This restriction does not prohibit Consultants and their representatives from making oral statements or presentations to City representatives during a scheduled public meeting.

19.0 City of Montebello Rights

At its discretion, the City reserves the right to:

A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:

   i. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
   ii. The Consultant, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
   iii. The Consultant failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.

B. 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;

C. Accept all or any part of a proposal;

D. Cancel the entire RFP;

E. Issue subsequent RFPs; or

F. Waive any errors or informalities in any proposal to the extent law permits.

Please review:

Appendix A – Proposal Content and Format

Appendix B – Sample Professional Services Agreement

Appendix C – Cost Proposal

Appendix D – Reference Sheet

Appendix E – Required Bidder Information

Appendix "A"

Proposal Content and Format

Proposal Content

The consultant shall be responsible for preparing a compelling, clear, and concise proposal. The City is requesting Crossing Guard services, which contains at a minimum the following information:

1. **Letter of Interest -** Please include a letter expressing your interest in being considered for the project. Include a statement regarding the vendor's availability to dedicate time, personnel, and resources to this effort. The letter of interest must include a commitment to the availability of the vendor and all key project staff during the planning period and a proposed schedule designed to meet the City's needs for the project.

2. **Project Understanding and Approach** - Please include a statement demonstrating your understanding of the proposed project. Describe your general approach to completing the project successfully, methodologies and technologies you would employ, key milestones and processes you would employ. Describe what information you would expect the City to supply.

3. **Relevant Experience** - Please include information describing your experience providing similar services for public agencies. Provide a minimum of three (3) specific examples of relevant experience. At a minimum, the contractor should provide a list of the most recent contracts (i.e., completed within the last five (5) years is preferred, but samples outside of this timeframe will be accepted if relevant) for which the contractor has performed similar services of similar size, scope, and complexity.

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

   Resumes may also be included in this section for any key staff associated with project.

4. **Proposed Scope of Services** - Please provide a proposed Scope of Services, based on the Scope of Work contained in this RFP; and discuss any ideas for modifying, clarifying, or improving the City's proposed scope of work. Provide a realistic working schedule with key deliverables, milestones, and tasks.

5. **Conflict of Interest Statement –** The contractor shall disclose any financial, business, or other relationship with the City that may have an impact upon the selection process. If the vendor does not have any such conflicts, a statement declaring such should be included in their submission.

6. **Cost Proposal –** Cost proposal should include the following:

   Total All-Inclusive Not-To-Exceed Maximum Price: The cost proposal should contain all pricing information relative to performing the scope of work as described in this RFP. The total all-inclusive maximum not-to-exceed price is to contain all direct and indirect costs, including all out-of-pocket expenses.

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

All proposals must be submitted using the PlanetBids Portal by Thursday, July 16 2026, at 11:00 AM PST. It is highly encouraged that proposals are submitted ahead of the deadline to avoid any technical difficulties that might be encountered while using the portal.

Proposal Format

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

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

1. Title Page showing the request for proposals subject; the vendor's name; the name, address, email and telephone number of the contact person; and the date of the proposal.

2. Table of Contents identifying the items/section listed in the "Proposal Content and Format" section of this RFP.

3. Detailed proposal following the order set forth in the "Proposal Content and Format" of this RFP.

Appendix "B"

Sample Professional Services Agreement

[See Next Page]

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. _____
WITH _____

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

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide services

WHEREAS, the CONSULTANT submitted a response to the RFP; and

WHEREAS, the City evaluated the responses and determined that the Consultant will meet the requirements in a satisfactory manner.

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

a. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
b. RFP -xxx
c. Proposal referenced and Best Final Offer received by the successful proposer.
d. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

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

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

"Professional Services").

C. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall 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 on June 30, 2027, from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended through June 30, 2029, with mutual agreement from both parties.

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

SECTION 4. PERFORMANCE.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY.

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the 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 CONTRACTOR shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONTRACTOR's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

> **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and

advertising injury, with limits no less than $2,000,000 per occurrence, $4,000,000 aggregate.

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

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

Professional Liability insurance appropriate to the CONTRACTORS'S profession, with limit no less than $2,000,000 per occurrence or claim, $4,000,000 aggregate.

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

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

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

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

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f. 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.

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

h. 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.

i. 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.

j. **Evidence of Insurance prior to commencement**. The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together

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

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

k. 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.

l. **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).

m. 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.

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

o. 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.

p. 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.

q. 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.

r. 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 Finance Attn: Michael Solorza 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887 – 1200 Email: msolorza@montebelloca.gov
If to Consultant:	CONSULTANT NAME RECIPIENT NAME ADDRESS PHONE NUMBER Email:

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

SECTION 26. EXTENSION TO OTHER PUBLIC AGENCIES

Unless otherwise specified in writing, the CONSULTANT agrees that the prices, terms, and conditions identified in the Proposal (Exhibit "A") and Agreement may be extended to other governmental agencies at the mutual agreement of both the public agency and awarded CONSULTANT. All requirements of the specifications, purchase orders, invoices, and payments with other agencies shall be directly with the CONSULTANT. CONSULTANT acknowledges and agrees to the extension of these contract terms to other governmental agencies conditioned upon the agreement of the CONSULTANT with the governmental agency. This provision in no way guaranteed that the CONSULTANT will agree to enter into a contract with a governmental agency pursuant to this Section.

[**SIGNATURE PAGE TO FOLLOW**]

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

("CITY")	("CONSULTANT")
CITY OF MONTEBELLO	**(CONSULTANT NAME)**
Raul Alvarez, City Manager	(CONSULTANT SIGNATORY, TITLE)

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

Appendix "C"

Cost Proposal

Company Name: _____

Representative Name: _____

Signature: _____

Location	Year 1 Annual Cost	Year 2 Annual Cost	Year 3 Annual Cost
Bella Vista Elementary			
Greenwood Elementary			
La Merced Elementary			
Potrero Heights Elementary			
Wilcox Elementary			

TOTAL: _____ _____ _____

Year 1 Annual Cost Year 2 Annual Cost Year 3 Annual Cost

Appendix "D"

Reference Sheet

City of Montebello

RFP 26-08

Crossing Guard Services

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Entity Name _____

Business Address _____

Name of Contact_____

Title Contact_____

Telephone Number of Contact_____

Email of Contact _____

Description of Project_____

Date of Service_____

Entity Name _____

Business Address _____

Name of Contact_____

Title Contact_____

Telephone Number of Contact_____

Email of Contact _____

Description of Project_____

Date of Service_____

Appendix "E"
Required Bidder Information

NAME OF CONTRACTOR:

_____

TYPE OF FIRM: _____ Individual _____ Partnership _____ Corporation

ADDRESS:

_____

DIR #: _____

C-27 LICENSE NO.: _____

NAME AND TITLE OF ALL OFFICERS OF THE FIRM:

NO. OF YEARS AS A CONTRACTOR IN CROSSING GUARD SERVICE WORK OF THIS TYPE: _____

FIVE CONTRACTS OF THIS SIZE AND TYPE CURRENTLY OR RECENTLY PEFORMED:

DATE	CONTRACT AMOUNT	TYPE OF PROJECT	CONTACT INFORMATION

NOTE: If requested by the City, the contractor shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of financial conditions.

ITEM # 13

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: **APPROVE PURCHASE OF ONE (1) ELECTRIC VEHICLE AND ONE (1) HYBRID VEHICLE FOR THE PUBLIC WORKS DEPARTMENT UTILIZING ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) AND SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (AQMD) FUNDING**

DATE: June 24, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve the purchase of one (1) Ford E-Transit Cargo Van and one (1) Ford F-150 Hybrid for the Public Works Department utilizing Energy Efficiency and Conservation Block Grant (EECBG) and South Coast Air Quality Management District (AQMD) funds; and
2. Approve the purchase of one (1) Ford E-Transit Cargo Van through State of California Statewide Contract #1-22-23-20 with National Auto Fleet Group as allowed by Montebello Municipal Code Chapter 3.20.050(F) – Cooperative Purchases; and
3. Approve the purchase of one (1) Ford F-150 Hybrid through Sourcewell Contract #081325-NAF with National Auto Fleet Group as allowed by Montebello Municipal Code Chapter 3.20.050(F) – Cooperative Purchases; and
4. Authorize the City Manager to execute all necessary documents related to the purchase of the vehicles; and
5. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The total cost for the purchase of one (1) Ford E-Transit Cargo Van and one (1) Ford F-150 Hybrid is $130,247. The expense for these vehicle purchases will be funded through two funding sources: Energy Efficiency and Conservation Block Grant (EECBG) funds

(265-30-332-6082 – Grants - Public Works - EECBG - Vehicle Purchase) in the amount of $121,520 and South Coast Air Quality Management District (AQMD) funds (245-99-6082 – AQMD - Non Departmental - Vehicle Purchase) in the amount of $8,727. Funds have been appropriated in each of these accounts as part of the Fiscal Year 2026-27 adopted budget. Therefore, no budget amendment is required.

The EECBG Program, administered by the U.S. Department of Energy, provides funding to local governments for projects that reduce energy consumption, improve energy efficiency, and decrease fossil fuel emissions. Eligible activities include the acquisition of alternative fuel and energy-efficient vehicles that support municipal operations while advancing sustainability goals. The proposed purchase of the Ford E-Transit Cargo Van and Ford F-150 Hybrid directly aligns with the EECBG Program objectives by replacing conventional fleet vehicles with more energy-efficient and lower-emission alternatives.

Additionally, AQMD AB2766 Subvention Funds may be utilized to support projects that reduce motor vehicle emissions and improve regional air quality. AQMD funding will supplement the EECBG grant funding to fully cover the cost of the vehicle acquisitions.

In accordance with the City's Municipal Code Section 3.20.050(F), the procurement of these vehicles will remade under the Cooperative Purchase exception. The Ford E-Transit Cargo Van will be purchased through State of California Statewide Contract #1-22-23-20 with National Auto Fleet Group, while the Ford F-150 Hybrid will be purchased through Sourcewell Contract #081325-NAF with National Auto Fleet Group. Both contracts were competitively solicited and awarded through cooperative purchasing programs that provide pricing and terms available to participating public agencies. The Montebello Municipal Code Section 3.20.050(F) reads:

> *"Cooperative Purchase – Purchases for goods and/or services that are identical or nearly identical in scope to the goods and/or services listed in any valid, current and competitively bid cooperative governmental purchase program. Pricing shall be the same or better than the pricing contained in the cooperative purchase agreement. For the purpose of this Section, the term 'cooperative governmental purchase program' means any combination between the city and any other public agency or public agencies for the joint purchase of goods and/or services."*

Utilizing these cooperative purchasing agreements allows the City to obtain competitively priced vehicles while expediting the procurement process and ensuring compliance with applicable purchasing requirements.

BACKGROUND/DISCUSSION:

The Public Works Department is responsible for maintaining City-owned facilities, infrastructure, streets, and related public assets. To effectively carry out these responsibilities, staff require reliable vehicles equipped to safely transport tools, equipment, and materials to various work locations throughout the City.

The Ford E-Transit Cargo Van will be assigned to the Building Maintenance Division's

Plumber. The division regularly utilizes specialized tools and equipment that must be securely stored while staff perform work at City facilities. Existing vehicle limitations have created concerns regarding tool security and vulnerability to theft. The E-Transit Cargo Van will provide improved storage capacity and enhanced security features that will help safeguard City-owned tools and equipment, reduce the likelihood of theft, and improve operational efficiency. Additionally, the use of a fully electric vehicle supports the City's efforts to reduce fleet emissions and transition toward cleaner transportation technologies.

The Ford F-150 Hybrid will be assigned to the Public Works Streets Division. The division is currently experiencing a significant disparity between the number of field staff and the number of available vehicle units. As a result, employees are often required to share vehicles in order to complete daily assignments, limiting the department's ability to efficiently respond to service requests, maintenance needs, and street improvement projects throughout the City.

The acquisition of the Ford F-150 Hybrid represents an important first step toward addressing this vehicle shortage. By increasing vehicle availability, staff will be able to perform work assignments more independently and efficiently, allowing the division to address a greater number of street-related issues and maintenance activities. The hybrid vehicle will also provide the utility and hauling capabilities necessary to support a variety of street maintenance operations while contributing to reduced fuel consumption and lower emissions.

Staff have reviewed the eligibility requirements of both the EECBG Program and AQMD funding sources and confirmed that the proposed vehicle purchases are consistent with the objectives and allowable uses of each program. The acquisition of these vehicles will improve operational effectiveness, enhance employee productivity, support asset protection, and further the City's commitment to sustainability and responsible fleet management.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Due to the availability of EECBG and AQMD grant funding, staff are seeking City Council approval to purchase one (1) Ford E-Transit Cargo Van and one (1) Ford F-150 Hybrid for the Public Works Department. The E-Transit Cargo Van will provide the Building Maintenance Division with a secure and reliable vehicle for transporting and safeguarding tools and equipment, while the Ford F-150 Hybrid will help address vehicle shortages within the Streets Division and improve the department's ability to respond to maintenance and street improvement needs.

The proposed purchases will be completed through competitively awarded cooperative purchasing agreements with National Auto Fleet Group, allowing the City to efficiently procure the vehicles while obtaining favorable pricing and maintaining compliance with the City's purchasing requirements utilizing Municipal Code Section 3.20.050(F). The FY 2026-27 adopted budget includes appropriations in both the EECBG and AQMD accounts; Therefore, no budget amendment is needed as part of the recommended actions.

The proposed purchases support the City's operational requirements and align with federal and regional funding objectives aimed at improving energy efficiency, reducing greenhouse gas emissions, and modernizing municipal fleets through the use of cleaner vehicle technologies.

ATTACHMENT(S)

1. Attachment A - National Auto Fleet Group E-Transit 350 Quote
2. Attachment B - National Auto Fleet Group Quote 35238
3. Attachment C - State of California - Contract 1-22-23-20 C through K
4. Attachment D - Sourcewell Contract 081325-NAF

WATSONVILLE Fleet Group

Quoted: 5/25/26

Agency: City of Montebello
Contact: James Coiner
Address 948 Via San Clemente
Address Montebello, CA. 90640
Phone: (323) 887-1200 x 378
Email jcoiner@montebelloca.gov

Watsonville Fleet Group is pleased to submit the following quotation for your consideration. Pricing is available under the State of California Contract 1-22-23-20G.

Qty.	Line Item	Option #	Description	Unit Price	Extended
1	41	W1X	2027 Ford E-Transit T350 Cargo Van 148" WB (White/Vinyl)	$ 55,571.00	$ 55,571.00
1		51D	Spare Tire (no longer standard)	$ -	$ -
1		Upfit	Alliance Estimate 5578 (Bulkhead/Shelves)	$ 6,293.59	$ 6,293.59
1		DOC	Doc Fee	$ 85.00	$ 85.00
				$ 61,949.59	$ 61,949.59
			Sales Tax 10.5 %	$ 6,504.71	$ 6,504.71
			Tire Fee	$ 8.75	$ 8.75
			Electronic Filing Fee	$ -	$ -
			Extended Warranty 6yr/100K mile (Extra Care) Zero Deductible	$ 3,390.00	$ 3,390.00
			Delivery	$ 125.00	$ 125.00
			TOTAL PURCHASE ORDER AMOUNT	$ 71,978.05	**$ 71,978.05**

Please review quote, to ensure accuracy. If an upfit will be added, review to identify any potential compatibility issues with the equipment you will be adding.

Quoted by: *Yesenia Covarrubias* **Terms: Net 20 Days**

Yesenia Covarrubias, Fleet Manager (626) 457-5590 1601 W. Main St. Alhambra, CA. 91801

National Auto Fleet Group
A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

5/26/2026

Government Quote ID: **35238**

Order Cut Off Date: **6/5/2026**

Mr James Coiner
Montebello Department of Public Works

1600 W Beverly Blvd

Montebello, California, 90640

Dear James Coiner,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
One (1) New/Unused 2026 Ford F-150 (W1G) XL Hybrid 2WD SuperCrew 6.5' Box 157" WB, delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	$54,140.00	$52,565.63	2.908 %	$1,574.37
Tax (10.5000 %)		$5,519.39		
Tire fee		$8.75		
Transportation		$175.00		
Total		$58,268.77		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 081325-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Yesenia Covarrubias
Account Manager
yesenia@watsonvillefleetgroup.com
(626) 457-5590

Sourcewell
Awarded Contract
Contract # 081325-NAF

CHEVROLET FORD NISSAN TOYOTA BUICK CADILLAC GMC

Vehicle Configuration Options

ENGINE	
Code	**Description**
99D	Engine: 3.5L PowerBoost Full-Hybrid V6, (STD)
TRANSMISSION	
Code	**Description**
44H	Transmission: Hybrid Electronic 10-Speed Automatic, (STD)
TIRES	
Code	**Description**
___	Tires: 245/70R17 BSW A/S, (STD)
PRIMARY PAINT	
Code	**Description**
YZ	Oxford White
SEAT TYPE	
Code	**Description**
US	Black w/Medium Dark Slate, Cloth 40/Console/40 Front Seats, -inc: 8-way power driver seat, power lumbar, 2-way manual passenger seat, flow through console and steering column mounted shifter
ADDITIONAL EQUIPMENT	
Code	**Description**
153	Front License Plate Bracket, -inc: Standard in states where required by law, optional to all others
OPTION PACKAGE	
Code	**Description**
104A	Equipment Group 104A Hybrid, -inc: Mobile Office Package, Console Worksurface, 400W Pro Power Onboard (Cab & Bed)

2026 Fleet/Non-Retail Ford F-150 XL Hybrid 2WD SuperCrew 6.5' Box 157" WB

WINDOW STICKER

2026 Ford F-150 XL Hybrid 2WD SuperCrew 6.5' Box 157" WB

CODE	MODEL	MSRP
W1G	2026 Ford F-150 XL Hybrid 2WD SuperCrew 6.5' Box 157" WB	$46,590.00
	OPTIONS	
99D	Engine: 3.5L PowerBoost Full-Hybrid V6, (STD)	$0.00
44H	Transmission: Hybrid Electronic 10-Speed Automatic, (STD)	$0.00
___	Tires: 245/70R17 BSW A/S, (STD)	$0.00
YZ	Oxford White	$0.00
US	Black w/Medium Dark Slate, Cloth 40/Console/40 Front Seats, -inc: 8-way power driver seat, power lumbar, 2-way manual passenger seat, flow through console and steering column mounted shifter	$0.00
153	Front License Plate Bracket, -inc: Standard in states where required by law, optional to all others	$0.00
104A	Equipment Group 104A Hybrid, -inc: Mobile Office Package, Console Worksurface, 400W Pro Power Onboard (Cab & Bed)	$4,755.00

Please note selected options override standard equipment

SUBTOTAL	**$51,345.00**
Advert/ Adjustments	$0.00
Manufacturer Destination Charge	$2,795.00
TOTAL PRICE	**$54,140.00**

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine: 3.5L PowerBoost Full-Hybrid V6 -inc: Pro Power Onboard 2.4KW and removes 36 gallon fuel tank (STD)
Transmission: Hybrid Electronic 10-Speed Automatic (STD)

EXTERIOR

Tires: 245/70R17 BSW A/S (STD)

AXLE RATIO

Electronic Locking w/3.55 Axle Ratio

WHEELS

Wheels: 17" Silver Painted Aluminum

ADDITIONAL EQUIPMENT

Engine Auto Stop-Start Feature
Transmission w/Driver Selectable Mode and SelectShift Sequential Shift Control
Rear-Wheel Drive
200 Amp Alternator
80-Amp/Hr 800CCA Maintenance-Free Battery w/Run Down Protection
Class IV Towing Equipment -inc: Hitch and Trailer Sway Control
Trailer Wiring Harness
2045# Maximum Payload
GVWR: 7,400 lbs Payload Package
HD Gas-Pressurized Shock Absorbers
Front Anti-Roll Bar
Electric Power-Assist Steering
Single Stainless Steel Exhaust
30.6 Gal. Fuel Tank
Double Wishbone Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Lithium Ion (li-Ion) Traction Battery 1.5 kWh Capacity

Regular Box Style
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Step Bumper
Chrome Bumpers
Front Bumper w/Black Rub Strip/Fascia Accent
Black Side Windows Trim
Black Door Handles
Black Power Heated Side Mirrors w/Manual Folding
Fixed Rear Window
Variable Intermittent Wipers
Rear Window Fixed Privacy Glass w/Defroster
Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Integrated Storage
Cargo Lamp w/High Mount Stop Light
Perimeter/Approach Lights
Headlights-Automatic Highbeams
Auto On/Off Reflector Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
LED Fog Lamps
Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Voice Activation, Radio Data System and External Memory Control
Radio: AM/FM Stereo w/SiriusXM 360L -inc: 6 speakers and auxiliary audio input jack, Note: includes a three (3)-month prepaid subscription, Service is not available in Alaska and Hawaii, Note: all SiriusXM services require a subscription, sold separately by SiriusXM after the trial period, Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe, If you decide to continue service, the subscription plan chosen will automatically renew and be charged according to your chosen payment method at the then-current rates, Fees and taxes apply, See the SiriusXM customer agreement & privacy policy at http://www.siriusxm.com/ www.siriusxm.com for full terms and how to cancel, which includes online methods or calling 1-866-635-2349, Available in the 48 contiguous United States, D.C, and Puerto Rico (w/coverage limits and capable receiver), Visit http://www.siriusxm.com/FAQS for most current service area information, Availability of some services and features is subject to device capabilities and location restrictions, All fees, content and features are subject to change, SiriusXM, Pandora and all related logos are trademarks of Sirius XM Radio Inc, and its respective subsidiaries
Streaming Audio
Fixed Antenna
6 Speakers
2 LCD Monitors In The Front
Cloth 40/Console/40 Front Seats -inc: 8-way power driver seat, power lumbar, 2-way manual passenger seat, flow through console and steering column mounted shifter

Driver Seat
8-Way Power Driver's Seat w/Power Lumbar
Passenger Seat
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Trip Odometer and Trip Computer
Power Rear Windows
Front Cupholder
Rear Cupholder
Compass
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Dual-Zone Electronic Automatic Temperature Control -inc: (DEATC)
HVAC -inc: Underseat Ducts and Console Ducts
Voice Activated Automatic Air Conditioning
Locking Glove Box
Interior Trim -inc: Cabback Insulator and Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
Full Floor Console w/Locking Storage, Mini Overhead Console w/Storage and 1 12V DC Power Outlet
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Cab Mounted Cargo Lights
Smart Device Remote Engine Start
SYNC 4 -inc: 12" center display, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual
Ford Connectivity Package (1-Year Included) -inc: (features may vary by make and model) unlimited Wi-Fi hotspot, audio and video streaming, voice assistant and entertainment, Included for one-year from warranty start date, Requires activation via Ford app w/credit card authorization; customer may cancel at any time, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a billing cycle or due to network limitations, If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan
Interior Work Surfaces
Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power

Power Door Locks w/Autolock Feature
Driver Information Center
Redundant Digital Speedometer
Trip Computer
Outside Temp Gauge
Analog Appearance
Front Center Armrest
Seats w/Cloth Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Perimeter Alarm
Securilock Anti-Theft Ignition (pats) Immobilizer
Air Filtration
1 12V DC Power Outlet
AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Reverse Sensing System Rear Parking Sensors
BLIS (Blind Spot Information System) Blind Spot
PCA with AEB and Intersection Assist
Cross-Traffic Alert with Reverse Brake Assist
Lane Keeping Alert Lane Keeping Assist
Lane Keeping Alert Lane Departure Warning
Collision Mitigation-Front
Driver Monitoring-Alert
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Airbag Occupancy Sensor
Safety Canopy System Curtain 1st And 2nd Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Rear Child Safety Locks
Reverse Camera Back-Up Camera

Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California

STATEWIDE CONTRACT
USER INSTRUCTIONS
MANDATORY

Supplement 28

(Incorporates Supplements 1 – 28)

ISSUE AND EFFECTIVE DATE:	***6/12/2026***
CONTRACT NUMBER:	1-22-23-20 C through K
DESCRIPTION:	Fleet Vehicles – Trucks
CONTRACTOR(S):	Freeway Toyota (1-22-23-20C) Winner Chevrolet (1-22-23-20D) Elk Grove Auto (1-22-23-20E) Downtown Ford Sales (1-22-23-20F) Watsonville Fleet Group (1-22-23-20G) CA Car Group (1-22-23-20H) Riverview International (1-22-23-20I) Sacramento Truck Center (1-22-23-20J) Bonander Truck & Trailer (1-22-23-20K)
CONTRACT TERM:	5/1/2022 - 4/30/2027
STATE CONTRACT ADMINISTRATOR:	Tayron Jackson 279-946-8484 Tayron.Jackson@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions:
Non-IT General Provisions (rev 11/19/2021) (https://www.dgs.ca.gov/-/media/199A6A32E4DE4BECAFF4EFA7194350CD.ashx)

Cal eProcure link: www.caleprocure.ca.gov

Contract (Mandatory) 1-22-23-20 C-K
Contract User Instructions, ***Supplement 28***

All changes to most recent Supplement are in *bold red italic*. Additions are enclosed in asterisks; deletions are enclosed in brackets.

SUMMARY OF CHANGES

Supplement Number	Description/Articles	Supplement Date
28	***Supplement 28 reflects the following change:*** ➢ ***Attachment A – Contract Pricing has been updated***	***6/12/2026***
27	Supplement 27 reflects the following change: ➢ Articles 8, 12, & 22 – Contractor email has been updated. ➢ Attachment A – Contract Pricing has been updated	5/28/2026
26	Supplement 26 reflects the following change: ➢ Front Page – State Contract Administrator has been updated. ➢ Article 22 – State Contract Administrator contact information has been updated.	5/21/2026
25	Supplement 25 reflects the following change: ➢ Front Page, Article 8, Article 12, Article 22, Article 26 – Contract Term ended for Contract 1-22-23-20B with Ocean Honda. ➢ Attachment A – Contract Pricing has been updated to remove Ocean Honda. ➢ Attachment D – Vehicle Specifications has been updated to remove Ocean Honda.	5/1/2026
24	Supplement 24 reflects the following change: ➢ Front Page – State Contract Administrator has been updated. ➢ Article 8 – Downtown Ford Sales customer service contact information has been updated. ➢ Article 12 – Downtown Ford Sales order placement information has been updated. ➢ Article 22 – State Contract Administrator and Downtown Ford Sales contact information has been updated.	4/10/2026
23	Supplement 23 reflects the following change: ➢ Article 6 – Contact Items language has been updated.	3/25/2026

	➢ Attachment A – Contract Pricing, workbook updated.	
22	Supplement 22 reflects the following change: ➢ Attachment A – Contract Pricing, pricing adjusted.	3/16/2026
21	Supplement 21 reflects the following change: ➢ Attachment A – Contract Pricing, pricing adjusted.	2/4/2026
20	➢ Attachment A – Contract Pricing – Supplement 19 has been replaced with Attachment A – Contract Pricing – Supplement 20. ➢ Article 6 Contract Items – Language has been updated.	9/05/2025
19	➢ Attachment A – Contract Pricing – Supplement 17 has been replaced with Attachment A – Contract Pricing – Supplement 19.	7/2/2025
18	➢ Cover Page – Contract Terms have been updated. ➢ Atricle 33 – Language has been updated.	4/22/2025
17	➢ Attachment A – Contract Pricing – Supplement 16 has been replaced with Attachment A – Contract Pricing – Supplement 17.	3/28/2025
16	➢ Attachment A – Contract Pricing – Supplement 15 has been replaced with Attachment A – Contract Pricing – Supplement 16.	2/19/2025
15	➢ Attachment A – Contract Pricing – Supplement 14 has been replaced with Attachment A – Contract Pricing – Supplement 15. ➢ Attachment D – Vehicle Specifications – Supplement 14 has been replaced with Attachment D – Vehicle Specifications – Supplement 15.	11/20/2024
14	➢ Attachment A – Contract Pricing – Supplement 13 has been replaced with Attachment A – Contract Pricing – Supplement 14.	09/19/2024

Contract (Mandatory) 1-22-23-20 C-K
Contract User Instructions, ***Supplement 28***

	➢ Ariticle 32 – Vetted Forms/Certifications language has been added. ➢ Article 33 – Generative AI Procurement Procedures language has been added. ➢ Attachment D – Vehicle Specifications – Supplement 13 has been replaced with Attachment D – Vehicle Specifications – Supplement 14.	
13	➢ Front Page – Contract Term Extension of Contracts 1-22-23-20 B-K through 04/30/2026. ➢ Attachment A – Contract Pricing – Supplement 12 has been replaced with Attachment A – Contract Pricing – Supplement 13. ➢ Attachment D – Vehicle Specifications – Supplement 1 has been replaced with Attachment D – Vehicle Specifications – Supplement 13.	06/07/2024
12	➢ Front Page – State Contract Administrator has been changed from Phillip Robinson to Jamie Boes. ➢ Article 22 – State Contract Administrator information has been updated. ➢ Termination of Contract 1-22-23-20A ➢ Attachment A – Contract Pricing – Supplement 11 has been replaced with Attachment A – Contract Pricing – Supplement 12.	04/19/2024
11	➢ Attachment A – Contract Pricing – Supplement 10 has been replaced with Attachment A – Contract Pricing – Supplement 11	3/1/2024
10	➢ State Contract Administrator changed ➢ Downtown Ford email address updated ➢ Lithia Nissan contact information updated ➢ Attachment A – Contract Pricing – Supplement 9 has been replaced with Attachment A – Contract Pricing – Supplement 10	12/11/2023
9	➢ Updated Contractor for 1-22-23-20A ➢ Attachment A – Contract Pricing – Supplement 8 has been replaced with	9/28/2023

	Attachment A – Contract Pricing – Supplement 9	
8	➢ Attachment A – Contract Pricing – Supplement 7 has been replaced with Attachment A – Contract Pricing – Supplement 8 ➢ Updated State Contract Administrator information.	08/04/2023
7	➢ Attachment A – Contract Pricing – Supplement 6 has been replaced with Attachment A – Contract Pricing – Supplement 7 ➢ Downtown Ford's email address has been updated	07/28/2023
6	➢ Attachment A – Contract Pricing – Supplement 5 has been replaced with Attachment A – Contract Pricing – Supplement 6	01/23/2023
5	➢ Attachment A – Contract Pricing – Supplement 4 has been replaced with Attachment A – Contract Pricing – Supplement 5	12/06/2022
4	➢ Attachment A – Contract Pricing – Supplement 3 has been replaced with Attachment A – Contract Pricing – Supplement 4	11/04/2022
3	➢ Attachment A – Contract Pricing – Supplement 2 has been replaced with Attachment A – Contract Pricing – Supplement 3 ➢ Contact Information for Downtown Ford has been updated	09/19/2022
2	➢ Attachment A – Contract Pricing – Supplement 1 has been replaced with Attachment A – Contract Pricing – Supplement 2*	08/16/2022
1	➢ Attachment A – Contract Pricing has been replaced with Attachment A – Contract Pricing – Supplement 1 ➢ Attachment D – Vehicle Specifications has been added ➢ Article 25 – Payments, language has been modified	05/26/2022
N/A	Original Contract Posted	05/01/2022

Contract (Mandatory) 1-22-23-20 C-K
Contract User Instructions, ***Supplement 28***

All other terms and conditions remain the same.

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1. SCOPE

The State's contracts provide Fleet Vehicles - Trucks at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-22-23-20 C – K. The contractors shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Fleet Vehicles - Trucks to the State.

The contract term is for three (3) years with an option to extend the contract for two (2) additional one (1) year periods or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for State of California departments. State Departments may purchase any vehicle that is awarded to each line item. This contract does not include ranking.
- State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and SCM-F as applicable.
- Prior to placing orders against this contract, State departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. State departments that have not been granted purchasing authority by DGS-PD for the use of the State's statewide contracts may contact DGS-PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined as "any city, county, city and county, district or other governmental body or corporation", per Public Contract Code Chapter 2, Section 10298 (b), empowered to expend public funds for the acquisition of products; this includes the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges. While the State makes this contract available to local governmental agencies, each local

governmental agency should determine whether this contract is consistent with its procurement policies and regulations.

- Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.

- A DGS issued billing code is not required for local governmental agencies to place orders against this contract.

C. Unless otherwise specified within this document, the term "ordering agencies" will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Price Book & Directory of Services (https://www.dgs.ca.gov/OFS/Price-Book) (go to Price Book Download and click on Purchasing under Procurement Division).

B. Local Governmental Agencies

For all local government agency transactions issued against the contract, the Contractor is required to remit the DGS-PD an Incentive Fee of an amount equal to 1.25% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency's purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. SB/DVBE OFF-RAMP PROVISION

There is no SB/DVBE off ramp associated with this contract.

5. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or Contractor shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc. The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).

6. CONTRACT ITEMS

Contract vehicles and pricing are listed on Attachment A, Contract Pricing. All prices listed shall be fixed as the maximum cost for the contract period unless a price increase is granted.

Each line item description on Attachment A, Contract Pricing, provides a description of the minimum requirements that each vehicle in that line item has met or exceeded.

A Maintenance Plan is offered on all light duty vehicles less than 8500 lbs Gross Vehicle Weight Rating (GVWR). Maintenance Plan pricing is listed on Attachment A, Contract Pricing. The purchase of the Maintenance Plan is optional. See Article 29, Maintenance Plan for more detailed information.

California Air Resources Board (CARB)-Aligned and Drive Forward Leaders

State departments are required to purchase designated vehicle categories from Original Equipment Manufacturers (OEM) that have certified clean vehicles and are investing in zero-emission vehicles (ZEV). In alignment with Executive Order N-27-25, CARB has announced its Drive Forward Leaders initiative. This represents a transition from the CARB-aligned Original Equipment Manufacturers (OEMs) to the new Drive Forward Leaders program.

For more information, please visit the DGS, Office of Fleet and Asset Management (OFAM) webpage at: Vehicle Manufacturer Purchasing Restrictions. State ordering agencies are encouraged to contact OFAM for guidance. CARB-aligned and Drive Forward Leader vehicles are identified on Attachment A, Contract Pricing.

Price Increases

Price increases may be requested with each model year change and will be posted on a quarterly basis.

Quarterly Increases shall be processed on the following calendar days:

- July 1st
- October 1st
- January 1st
- April 1st

Contractors are requested to price protect the contracted price for the duration between the price increase request and the time the increase is processed. If the Contractor is unable to honor the price protection, the Contractor's vehicle(s) will be unavailable for ordering until the price increases have been evaluated and approved.

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Multiple Award

Some line items may have multiple vehicles awarded with different make and models available. State Departments may choose any vehicle identified in the subject line item. There is no vehicle ranking associated with this contract.

Sales Tax

The sales tax rate applied should be based on the rate of the "Bill To" address listed on the Purchase Order.

Options

All factory options shall be available and priced at Contractor cost plus up to 10% for an addition or Contractor cost minus up to 10% for a deletion in accordance with the manufacturer's current model year price list. Types of equipment changes which might be made include, but are not limited, to the following:

- Add trailer tow package
- Add Bluetooth
- Add parking sensors
- Delete pick up box (bed)

In no case shall options be included or deleted in such a manner as to cause the vehicle to conflict with any other line item on any other vehicle contract.

The Contractor shall provide ordering agencies a copy of the current model year factory price sheet with requested options, within ten calendar days of request.

Third-party upfitting (e.g utility body) may be requested by ordering agencies, however, this service is non-mandatory. When applicable, third-party upfits shall be subject to the same pricing provisions as factory options.

Note: Vehicles with added or deleted options MUST continue to meet the appropriate minimum specification.

Tire Fee

Purchase orders MUST include the State mandated $1.75 per tire fee.

Document Processing Charge

In accordance with the California Vehicle Code Section 4456.5, a Contractor may charge the ordering agency a document processing charge for the preparation and processing of documents, disclosures, titling, registration, and information security obligations imposed by state and federal law. The document processing charge shall not exceed $85 per vehicle purchased.

A Contractor may charge the ordering agency an electronic filing fee, which does not exceed the actual amount the Contractor is charged by a first-line service provider. The electronic filing fee shall not exceed $30 per vehicle purchased.

7. SPECIFICATIONS

All products must conform to the attached State of California Bid Specification Number 2310-4181 dated 08/16/2021 (Attachment B).

Vehicle color shall be a solar reflective color (white, silver metallic, or gold metallic) per SAM Section 3620.1 (exceptions are listed in the same manual section).

8. CUSTOMER SERVICE

The Contractor shall provide office and personnel resources for responding to inquiries, including telephone and email coverage weekdays during the hours of 8:00 a.m. - 5:00 p.m., PT.

The customer service unit shall be staffed with individuals that:

- Are trained in the requirements of this contract
- Have the authority to take administrative action to correct problems that may occur

The Contractor's customer service unit shall respond to all customer inquiries within two (2) business days of initial contact.

Dealer	Contract #	Contact	Phone	Email
Freeway Toyota	1-22-23-20C	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com
Winner Chevrolet	1-22-23-20D	Jerry Powers	(916) 426-5752	jpowers@knightelkgrove.com
Elk Grove Auto	1-22-23-20E	Jerry Powers	(916) 426-5752	jpowers@knightelkgrove.com
Downtown Ford Sales	1-22-23-20F	Kayla Dean	(916) 252-6128	kayladean@fordsacramento.com
Watsonville Fleet Group	1-22-23-20G	Yesenia Covarrubias	(626) 457-5590	yesenia@watsonvillefleetgroup.com
CA Car Group	1-22-23-20H	Richard M. Slad	(925) 560-4465	RichardMS@cacargroup.com
Riverview International Trucks	1-22-23-20I	Jason Farrell	(916) 371-3110	jasonf@riverview-trucks.com
Sacramento Truck Center	1-22-23-20J	Dean Needham	(916) 286-2013	dneedham@sacramentotruck.com

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Dealer	Contract #	Contact	Phone	Email
Bonander Truck & Trailer	1-22-23-20K	Steve Mannion	(916) 747-6151	Cme4GMC@hotmail.com

Note: Ordering agencies are encouraged to have one point of contact for inquiries, quotes, and orders whenever possible. Multiple calls and emails from various requestors for the same information can slow customer service response times.

9. PRODUCT SUBSTITUTIONS

Under no circumstance is the Contractor permitted to make substitutions with non-contract/unauthorized vehicles without approval of the DGS Contract Administrator (CA).

10. PURCHASE EXECUTION

A. State Departments

1) Std. 65 Purchase Documents

State departments not transacting in FI$CAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site: https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx (select Standard Forms).

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price
- Office of Fleet and Asset Management (OFAM) Approval Stamp (State departments only)

2) FI$CAL Purchase Documents

State departments transacting in FI$CAL will follow the FI$CAL procurement and contracting procedures.

3) Blanket Orders

The use of blanket orders against this statewide contract is not allowed.

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number is used by State departments only).

11. MINIMUM ORDER

The minimum order shall be one (1) vehicle.

12. ORDERING PROCEDURE

A. Ordering Methods:

Ordering agencies are to submit appropriate purchase documents directly to the contractor(s) via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION			
Contract # 1-22-23-20C	U.S. Mail: Freeway Toyota 1835 Glendale Avenue Hanford, CA 93230 Attn: Pat Ireland	Facsimile: (559) 961-4601	Email: patireland1962@yahoo.com
Contract # 1-22-23-20D	U.S. Mail: Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Jerry Powers	Facsimile: (916) 421-0149	Email: jpowers@knightelkgrove.com
Contract # 1-22-23-20E	U.S. Mail: Elk Grove Auto Group 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Jerry Powers	Facsimile: (916) 421-0149	Email: jpowers@knightelkgrove.com

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ORDER PLACEMENT INFORMATION			
Contract # 1-22-23-20F	U.S. Mail: Downtown Ford Sales 525 N 16th St Sacramento, CA 95811 Attn: Kayla Dean	Facsimile: (916) 492-6633	Email: kayladean@fordsacramento.com
Contract # 1-22-23-20G	U.S. Mail: Watsonville Fleet Group 1601 W. Main Street Alhambra, CA 91801 Attn: Yesenia Covarrubias	Facsimile: (626) 457-5593	Email: yesenia@watsonvillefleetgroup.com
Contract # 1-22-23-20H	U.S. Mail: CA Car Group 4200 John Monego Ct Dublin, CA 94568 Attn: Richard M. Slade	Facsimile: N/A	Email: RichardMS@cacargroup.com
Contract # 1-22-23-20I	U.S. Mail: Riverview International Trucks 2445 Evergreen Avenue West Sacramento, CA 95691 Attn: Jason Farrell	Facsimile: (916) 372-8541	Email: jasonf@riverview-trucks.com
Contract # 1-22-23-20J	U.S. Mail: Sacramento Truck Center 100 Opportunity Street Sacramento, CA 95838 Attn: Dean Needham	Facsimile: (916) 286-2085	Email: dneedham@sacramentotruck.com
Contract # 1-22-23-20K	U.S. Mail: Bonander Truck & Trailer 4520 N Golden State Blvd. Turlock, CA 95382 Attn: Steve Mannion	Facsimile: (209) 634-4965	Email: Cme4GMC@hotmail.com

When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

13. ORDER ACCEPTANCE

The Contractor shall accept orders from any State department or local governmental agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete;
- Are submitted without OFAM approval stamp
- Contain non-contract items; or
- Contain non-contract terms and conditions.

The Contractor must not refuse to accept orders from any State department or local governmental agency for any other reason without written authorization from the CA.

14. ORDER ACKNOWLEDGMENT

The Contractor will provide the ordering agencies with an order receipt acknowledgment via e-mail/facsimile within ten (10) calendar days after receipt of an order. The acknowledgement will include:

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Description of Goods
- Vehicle Model Year
- Total Cost
- Date order is placed with manufacturer
- Anticipated Delivery Date
- Delayed Production Notification (if applicable)
- Discontinued Vehicle Notification (if applicable)

Contractor shall notify the ordering agency of any delays in production or delays in orders being accepted by the manufacturer for any period of time. Contractor shall provide estimated production start date and delivery date.

15. DELAYED PRODUCTION REMEDY

Upon receipt of order acknowledgment identifying a delay in production or orders not being accepted by the manufacturer, the ordering agencies shall have the following options:

- Request back order; or
- Cancel the item from the order with no penalty

16. DISCONTINUED VEHICLE REMEDY

Upon receipt of order acknowledgment identifying discontinued items, the ordering agencies shall have the following options:

- Amend purchase document to reflect DGS approved replacement vehicle; or
- Cancel the item from the order

Under no circumstance is the Contractor permitted to make substitutions with non-contract/unauthorized vehicles without approval of the DGS CA.

17. DELIVERY PROCEDURES

Pre-Delivery Checklist

Prior to delivery, each vehicle shall be completely inspected, serviced, and detailed by the delivering Contractor and/or the manufacturer's pre-delivery service center. A copy of the pre-delivery checklist shall be completed for each vehicle, signed by a representative of the organization performing the inspection/service, and delivered with the vehicle.

Delivery:

Delivery shall be within one hundred and fifty (150) days after receipt of order unless there is a delay in production/order acceptance from the manufacturer when changing from one model year to the next. Contractor shall notify the ordering agency of such delay per Article 14, Order Acknowledgement.

Orders requiring customized work by a 3rd party supplier may exceed the delivery period requirement. Contractor shall notify ordering agency of extended delivery period per Article 14, Order Acknowledgement.

Caravan or drive-away method of delivery from the factory to a Contractor is not acceptable unless agreed upon by the ordering agency.

Drop ship deliveries shall not be made without prior State inspection. All vehicles shall be delivered with no less than five (5) gallons of fuel in the tank.

Unless pre-arranged between the Contractor and the ordering agency, vehicles delivered with more than 50 miles on the odometer may be charged fifty (50) cents per mile in excess of 50 miles. This charge may be reflected on the invoice as a deduction from the order price. Vehicles with more than five hundred (500) miles on the odometer may not be accepted.

**Cab and Chassis trucks may require driving from an out-of-state factory and may exceed the five hundred (500) mile or less expectation. The Contractor shall notify the ordering Department at the time of purchase order execution.

When feasible, Contractor is requested to make deliveries in metropolitan areas during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM PST.

Documents

The following documents shall be delivered to the receiving agency with the vehicle:

- Completed and signed pre-delivery service checklist, including the order number and Vehicle Identification Number (VIN)
- "Line Set Tickets" or "Window (Monroney) Sticker" showing all options installed
- One (1) copy of the warranty, including applicable certificates, cards, etc.
- One (1) copy of the owner's manual.

18. INSPECTION AND ACCEPTANCE

Vehicles ordered for State use will be inspected by a State inspector at the Contractor's place of business or as otherwise agreed to by the Contractor and ordering agency.

Inspection will commence within five (5) working days of notification that a vehicle is ready for inspection. Inspection will include:

- Specification Compliance
- Workmanship
- Appearance
- Proper Operation of all Equipment and Systems
- Presence of all Applicable Documents

In the event deficiencies are detected, the vehicle will be rejected and the Contractor will be required to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not begin until the defects are corrected and the vehicle is re-inspected and accepted.

Completion of inspection or acceptance by the State inspector shall in no way release the Contractor from satisfying the requirements of the contract, specifications, and warranty. Deviations from the specified requirements that are detected by the inspection shall be corrected by the Contractor in an expeditious manner at no expense to the ordering agency.

Inspection by local agencies will be at the Contractor's place of business or as otherwise agreed to by the Contractor and local agency.

19. EMERGENCY/EXPEDITED ORDERS

Not Applicable.

20. FREE ON BOARD (F.O.B.) DESTINATION

Contractors shall deliver vehicles to State or local agencies located in Sacramento County at no additional cost for delivery. If the Purchase Order indicates delivery outside Sacramento County, the Contractor and agency may negotiate delivery costs. If delivery is subject to an additional delivery charge, it shall be shown as a separate item on the purchase order and invoice.

State departments requesting delivery outside of Sacramento County must contact the Transportation Management Unit for freight rate comparisons to confirm appropriate pricing if the Contractor is delivering the vehicle.

Responsibility and liability for loss or damage for all orders shall remain with the Contractor until final inspection and acceptance, when all responsibility shall pass to the ordering agency, except the responsibility for latent defects, fraud, and the warranty obligations.

21. SHIPPED ORDERS

All shipments shall be in accordance with the General Provisions, Article 12 entitled "Packing and Shipment".

22. CONTRACT ADMINISTRATION

The State and the Contractors have assigned Contract Administrators as the single points of contact for problem resolution and related contract issues.

State Contact Information	**DGS/PD Contract Administrator** Contracts 1-22-23-20C-K
Contact Name:	Tayron Jackson
Telephone:	(279) 946-8484
Facsimile:	NA
Email:	Tayron.Jackson@dgs.ca.gov
Address:	DGS/Procurement Division Attn: Tayron Jackson 707 Third Street, 2nd Floor, MS 201 West Sacramento, CA 95605

Dealer Contact Information	**Freeway Toyota of Hanford** Contract # 1-18-23-20C	**Winner Chevrolet** Contract # 1-18-23-20D
Contact Name:	Pat Ireland	Jerry Powers
Telephone:	(559) 707-5735	(916) 426-5752
Facsimile:	(559) 961-4601	(916) 421-0149
Email:	patireland1962@yahoo.com	jpowers@knightelkgrove.com
Address:	Freeway Toyota 1835 Glendale Avenue Hanford, CA 93230	Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757

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Dealer Contact Information	**Elk Grove Auto Group** Contract # 1-22-23-20E	**Downtown Ford Sales** Contract # 1-22-23-20F
Contact Name:	Jerry Powers	Kayla Dean
Telephone:	(916) 426-5752	(916) 252-6128
Facsimile:	(916) 421-0149	(916) 492-6633
Email:	jpowers@knightelkgrove.com	kayladean@fordsacramento.com
Address:	Elk Grove Auto Group 8575 Laguna Grove Dr Elk Grove, CA 95757	Downtown Ford Sales 525 N 16th St Sacramento, CA 95811

Dealer Contact Information	**Watsonville Fleet Group** Contract # 1-22-23-20G	**CA Car Group** Contract # 1-22-23-20H
Contact Name:	Yesenia Covarrubias	Richard M. Slade
Telephone:	(626) 457-5590	(925) 560-4465
Facsimile:	(626) 457-5593	N/A
Email:	yesenia@watsonvillefleetgroup.com	RichardMS@cacargroup.com
Address:	Watsonville Fleet Group 1601 W. Main Street Alhambra, CA 91801	CA Car Group 4200 John Monego Ct Dublin, CA 94568

Dealer Contact Information	**Riverview International Trucks** Contract # 1-22-23-20I	**Sacramento Truck Center** Contract # 1-22-23-20J
Contact Name:	Jason Farrell	Dean Needham
Telephone:	(916) 371-3110	(916) 286-2013
Facsimile:	(916) 372-8541	(916) 286-2085
Email:	jasonf@riverview-trucks.com	dneedham@sacramentotruck.com
Address:	Riverview International Trucks 2445 Evergreen Avenue West Sacramento, CA 95691	Sacramento Truck Center 100 Opportunity Street Sacramento, CA 95838

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Dealer Contact Information	**Bonander Truck & Trailer** Contract # 1-22-23-20K
Contact Name:	Steve Mannion
Telephone:	(916) 747-6151
Facsimile:	(209) 634-4965
Email:	Cme4GMC@hotmail.com
Address:	Bonander Truck & Trailer 4520 N Golden State Blvd. Turlock, CA 95382

23. RESTOCKING FEES

The Contractor may impose a restocking fee to the ordering agency on orders cancelled after the order has been placed with the manufacturer. The Contractor shall notify the ordering agency of the order placement per Article 14, Order Acknowledgment.

Re-stocking fees can be no greater than ten percent (10%) of the value of the vehicle being restocked.

24. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering organization. Invoices will contain the following information:

- Contractor's name, address and telephone number
- Leveraged Procurement Number (Contract Number)
- Agency Order Number (Purchase Order Number)
- Item and commodity code number
- Quantity purchased
- Contract price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

25. PAYMENT

A. Terms

Payment terms for contracts 1-22-23-20 C – G and K include a $500 per vehicle discount for payment made within twenty (20) days. Contract 1-22-23-20I includes a $200 per vehicle discount for payment made within twenty (20) days. Contracts 1-22-23-20 H & J offer no discount. The cash discount time is defined by the State as beginning only after the vehicle has been inspected, delivered, and accepted by the

receiving agency, or from the date a correct invoice is received in the office specified on the Purchase Order, whichever is later.

Payment is deemed to be made for the purpose of earning the discount one (1) working day after the date on the State warrant or check. Typically, acceptance will be accomplished within twenty (20) business hours after a vehicle is delivered.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

B. CAL-Card Use

Use of the CAL-Card for payment of invoices is not allowed under this statewide contract.

C. Payee Data Record

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State departments may contact the Contractor for copies of the Payee Data Record.

D. State Financial Marketplace

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS $Mart and/or Lease $Mart). If payment is via the financial marketplace, the Contractor will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the Contractor on behalf of the State.

26. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the Contractor is listed below. State departments can verify that permits are currently valid at the following website: www.cdtfa.ca.gov. State departments must adhere to the file documentation required identified in the State Contracting Manual Volume 2 and Volume 3 and SCM-F.

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Contractor Name	Seller Permit #
Freeway Toyota of Hanford	102-659756
Winner Chevrolet	100-208309
Knight Sacramento CD Inc DBA Elk Elk Grove Auto	253121056
Downtown Ford	28600344
Watsonville Fleet Group	245364864 101-135239
CA Car Group	100-214737
Riverview International	101-079519
Sacramento Truck Center	97724353
Bonander Truck & Trailer	28-093997

27. WARRANTY

The manufacturer's standard new vehicle warranty shall apply to all vehicles purchased from these contracts. All warranties shall be factory authorized. The warranty shall be honored by all franchised dealers of the vehicle within the State of California. The Warranty term for the vehicles offered under these contracts shall meet the following (as applicable):

- Bumper to bumper warranty shall cover not less than 3 years/36,000 miles, no charge for parts and labor.
- Power train warranty for light duty vehicles weighing 8500 lbs. GVWR or less shall cover not less than 5 years/100,000 miles, no charge for parts and labor.
- Power train warranty for vehicles over 8500 lbs. GVWR shall cover not less than 5 years/60,000 miles, no charge for parts and labor.

The State's established preventative maintenance procedures and practices shall be acceptable to the manufacturer/contractor in lieu of the manufacturer's prescribed procedures which may form a part of the warranty.

All emission-related components shall be warranted in compliance with California Air Resources Board and Federal requirements. Contractor cannot offer independent insurance or statements indicating self insurance. If an additional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished with each vehicle delivered.

Normal wear items such as tires, belts, hoses, headlamps, light bulbs, brake linings, brake discs/drums, etc. are excluded from warranty coverage. All other items not subject to normal wear or gross operator neglect and abuse, such as window, seat, or wiper motors, chassis electrical switches (door, trunk lid), paint, hinges, locks, etc., shall be covered.

The State reserves the right to use re-refined lubrication oils, where available, in lieu of virgin equivalent oils. The re-refined oils used by the State will meet all API and SAE standards and specifications as set forth by the vehicle manufacturer. The use of said oils shall in no way void or degrade the original manufacturer's standard warranty.

The State reserves the right to use recycled content antifreeze/coolant, where available, in lieu of virgin equivalent antifreeze/coolant when servicing its vehicles. The recycled content antifreeze/coolant used by the State will meet all ATSM standards and specifications as set forth by the vehicle manufacturer.

28. REPAIR PARTS

The manufacture of the awarded vehicle(s) should maintain an adequate stock of all regular and special parts to meet the continuing service and repair parts needs of the State without undue delay.

A special system shall be set up for expediting the procurement of back-order items needed to repair an inoperative vehicle including a system to air freight parts at factory expense when parts are not in stock in California parts depots. Parts must be available within three (3) working days after telephone notification.

Vehicles with new technology emerging into the industry (e.g., fuel cell vehicles) may require more than (3) working days for the availability of certain parts. Contractor must notify the State Contract Administrator and ordering agency when this occurs and provide the estimated date of availability.

29. MAINTENANCE PLAN

A maintenance plan is available for light duty vehicles under 8500 lbs. GVWR. The purchase of a maintenance plan is optional. The maintenance plan covers all regularly scheduled service for a minimum of five (5) years/75,000 miles. The maintenance shall include at a minimum all manufacturer recommended services such as, but not limited to:

- Oil changes;
- Filter changes;
- Fluid changes;
- Lubrications;
- Tire rotations;
- Equipment and safety inspections

The Maintenance Plan is not required to cover wear items such as brake pads/shoes, wiper blades, etc.

Purchase of the Maintenance Plan is non-mandatory for State departments.

The Maintenance Plan is not applicable to vehicles over 8,500 lbs. GVWR.

30. RECYCLED CONTENT

State departments are required to report purchases in many product categories. The Postconsumer-Content Certification Form (CIWMB 74) for the Contractor(s) is attached (Attachment C).

31. SB/DVBE PARTICIPATION

There is no Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) participation for this contract.

32. VETTED FORMS/CERTIFICATIONS

The DGS-PD, as the awarding department, has assessed the Contractor and subcontractor forms, certifications, and compliance to performing a commercially useful function (CUF) during the solicitation evaluation process. Consequently, when executing purchase documents pursuant to this contract, it is not necessary for State departments operating under statewide contract purchasing authority to conduct a CUF evaluation or request the completion of the following required certifications and forms:

- GenAI Disclosure & Factsheet (STD 1000)
- Bidder Declaration Form (GSPD 05-105)
- DVBE Declaration Form (DGS-PD 843)
- Darfur Contracting Act Form
- California Civil Rights Certification Form
- Iran Contracting Act Certification
- Russian Sanctions Agreement
- Federal Debarment

33. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) PROCUREMENT PROCEDURES

GenAI contract provisions (rev. 2/20/2025) have been incorporated into the contract. Contractor does not intend to utilize GenAI as a deliverable. If GenAI is disclosed by the Contractor, state departments must follow the required GenAI purchase procedures outlined in SCM Vol.2, Chapter 23, Generative Artificial Intelligence.

34. STATE AND LOCAL GOVERNMENT EMPLOYEE PRICING

In the interest of expanding the California marketplace for Zero Emission Vehicles (ZEV), some Contractors have offered a discount to any interested State of California or local government employee when purchasing a ZEV for personal use. A list of participating Dealers and vehicles can be found at: https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/State-of-California-Green-Fleet-Employee-Pricing-Program

35. ATTACHMENTS

Attachment A – Contract Pricing, Supplement 28 effective 6/12/2026*
Attachment B – Specification 2310-4181, revised 08/16/2021
Attachment C – Postconsumer Content Certification Workbook
Attachment D – Vehicle Specifications, Supplement 25

Fleet Vehicles - Trucks

Attachment A - Contract Pricing - **Supplement 28, effective 6/12/2026**

Contract 1-22-23-20 (C-K)

Payment Terms	Contract #s
$500 discount per vehicle for payment within 20 days	**(1-22-23-20*C-G & K*)**
$200 discount per vehicle for payment within 20 days	**1-22-23-20I**

Contact Line Item # (CLIN)	Description	UNSPSC	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Drive Forward Leaders	*CARB Aligned*	Vehicle Contract Unit Price	Dealer	Contract Number
2	Small Pickup, 4x2, Crew Cab, Regular Box, 119 in. WB, 5000 lb. GVWR, **HYBRID** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**FORD**	**MAVERICK**	No	***Yes***	****Currently Unavailable****	DOWNTOWN FORD	1-22-23-20F
7	Small Pickup, 4x2, Extra Cab, Regular Box, 125 in. WB, 5000 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**TOYOTA**	**TACOMA**	Yes	***No***	$32,058.00	FREEWAY TOYOTA OF HANFORD	1-22-23-20C
8	Small Pickup, 4x2, Crew Cab, Short Box, 125 in. WB, 5000 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**TOYOTA**	**TACOMA**	Yes	***No***	$34,333.00	FREEWAY TOYOTA OF HANFORD	1-22-23-20C
8	Small Pickup, 4x2, Crew Cab, Short Box, 125 in. WB, 5000 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**CHEVROLET**	**COLORADO**	Yes	***No***	$33,138.00	WINNER CHEVROLET	1-22-23-20D
9	Small Pickup, 4x4, Extra Cab, Regular Box, 125 in. WB, 5000 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**TOYOTA**	**TACOMA**	Yes	***No***	$35,023.00	FREEWAY TOYOTA OF HANFORD	1-22-23-20C
10	Small Pickup, 4x4, Crew Cab, Short Box, 125 in. WB, 5000 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**TOYOTA**	**TACOMA**	Yes	***No***	$36,189.00	FREEWAY TOYOTA OF HANFORD	1-22-23-20C
10	Small Pickup, 4x4, Crew Cab, Short Box, 125 in. WB, 5000 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**CHEVROLET**	**COLORADO**	Yes	***No***	$36,225.00	WINNER CHEVROLET	1-22-23-20D
20	Standard Pickup, 4x2, Regular Cab, Regular Box, 125 in. WB, 6000 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**CHEVROLET**	**SILVERADO**	Yes	***No***	$36,590.00	WINNER CHEVROLET	1-22-23-20D
20	Standard Pickup, 4x2, Regular Cab, Regular Box, 125 in. WB, 6000 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**FORD**	**F-150**	No	***Yes***	****Currently Unavailable****	DOWNTOWN FORD	1-22-23-20F

21	Standard Pickup, 4x4, Regular Cab, Regular Box, 125 in. WB, 6000 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**CHEVROLET**	**SILVERADO**	Yes	***No***	$40,890.00	WINNER CHEVROLET	1-22-23-20D
21	Standard Pickup, 4x4, Regular Cab, Regular Box, 125 in. WB, 6000 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**FORD**	**F-150**	No	***Yes***	***Currently Unavailable***	DOWNTOWN FORD	1-22-23-20F
22	Standard Pickup, 4x2, Regular Cab, Regular Box, 140 in. WB, 6000 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**CHEVROLET**	**SILVERADO**	Yes	***No***	$36,450.00	WINNER CHEVROLET	1-22-23-20D
22	Standard Pickup, 4x2, Regular Cab, Regular Box, 140 in. WB, 6000 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**GMC**	**SIERRA**	Yes	***No***	$34,409.25	CA CAR GROUP	1-22-23-20H
22	Standard Pickup, 4x2, Regular Cab, Regular Box, 140 in. WB, 6000 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**FORD**	**F-150**	No	***Yes***	$36,100.00	DOWNTOWN FORD	1-22-23-20F
23	Standard Pickup, 4x2, Extra Cab, Regular Box, 140 in. WB, 6100 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**RAM**	**1500**	No	***Yes***	$38,095.00	ELK GROVE AUTO	1-22-23-20E
23	Standard Pickup, 4x2, Extra Cab, Regular Box, 140 in. WB, 6100 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**CHEVROLET**	**SILVERADO**	Yes	***No***	$38,670.00	WINNER CHEVROLET	1-22-23-20D
23	Standard Pickup, 4x2, Extra Cab, Regular Box, 140 in. WB, 6100 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**GMC**	**SIERRA**	Yes	***No***	$35,538.64	CA CAR GROUP	1-22-23-20H
23	Standard Pickup, 4x2, Extra Cab, Regular Box, 140 in. WB, 6100 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**FORD**	**F-150**	No	***Yes***	$38,968.00	DOWNTOWN FORD	1-22-23-20F
24	Standard Pickup, 4x2, Crew Cab, Short Box, 140 in. WB, 6100 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**RAM**	**1500**	No	***Yes***	$38,995.00	ELK GROVE AUTO	1-22-23-20E
24	Standard Pickup, 4x2, Crew Cab, Short Box, 140 in. WB, 6100 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/22	25101507	Each	1	**CHEVROLET**	**SILVERADO**	Yes	***No***	$40,790.00	WINNER CHEVROLET	1-22-23-20D
24	Standard Pickup, 4x2, Crew Cab, Short Box, 140 in. WB, 6100 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/23	25101507	Each	1	**FORD**	**F-150**	No	***Yes***	$42,132.00	DOWNTOWN FORD	1-22-23-20F

25	Standard Pickup, 4x4, Regular Cab, Regular Box, 140 in. WB, 6000 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**CHEVROLET**	**SILVERADO**	Yes	***No***	$39,675.00	WINNER CHEVROLET	1-22-23-20D
25	Standard Pickup, 4x4, Regular Cab, Regular Box, 140 in. WB, 6000 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**FORD**	**F-150**	No	***Yes***	$40,700.00	DOWNTOWN FORD	1-22-23-20F
26	Standard Pickup, 4x4, Extra Cab, Regular Box, 140 in. WB, 6300 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**RAM**	**1500**	No	***Yes***	$39,205.00	ELK GROVE AUTO	1-22-23-20E
26	Standard Pickup, 4x4, Extra Cab, Regular Box, 140 in. WB, 6300 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**CHEVROLET**	**SILVERADO**	Yes	***No***	$41,390.00	WINNER CHEVROLET	1-22-23-20D
26	Standard Pickup, 4x4, Extra Cab, Regular Box, 140 in. WB, 6300 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**FORD**	**F-150**	No	***Yes***	$42,440.00	DOWNTOWN FORD	1-22-23-20F
27	Standard Pickup, 4x4, Crew Cab, Short Box, 140 in. WB, 6300 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**RAM**	**1500**	No	***Yes***	$41,605.00	ELK GROVE AUTO	1-22-23-20E
27	Standard Pickup, 4x4, Crew Cab, Short Box, 140 in. WB, 6300 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**CHEVROLET**	**SILVERADO**	Yes	***No***	$43,605.00	WINNER CHEVROLET	1-22-23-20D
27	Standard Pickup, 4x4, Crew Cab, Short Box, 140 in. WB, 6300 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**FORD**	**F-150**	No	***Yes***	$45,682.00	DOWNTOWN FORD	1-22-23-20F
28	Standard Pickup, 4x2, Extra Cab, Regular Box, 140 in. WB, 6100 lb. GVWR, **E85** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**CHEVROLET**	**SILVERADO**	Yes	***No***	$39,965.00	WINNER CHEVROLET	1-22-23-20D
28	Standard Pickup, 4x2, Extra Cab, Regular Box, 140 in. WB, 6100 lb. GVWR, **E85** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**FORD**	**F-150**	No	***Yes***	$38,979.00	DOWNTOWN FORD	1-22-23-20F
29	Standard Pickup, 4x4, Extra Cab, Regular Box, 140 in. WB, 6300 lb. GVWR, **E85** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**CHEVROLET**	**SILVERADO**	Yes	***No***	$42,685.00	WINNER CHEVROLET	1-22-23-20D
29	Standard Pickup, 4x4, Extra Cab, Regular Box, 140 in. WB, 6300 lb. GVWR, **E85** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**FORD**	**F-150**	No	***Yes***	$42,440.00	DOWNTOWN FORD	1-22-23-20F

30	Standard Pickup, 4x2, Extra Cab, Regular Box, 140 in. WB, 6200 lb. GVWR, **DIESEL** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**CHEVROLET**	**SILVERADO**	Yes	***No***	CURRENTLY UNAVAILABLE	WINNER CHEVROLET	1-22-23-20D
31	Standard Pickup, 4x4, Extra Cab, Regular Box, 140 in. WB, 6500 lb. GVWR, **DIESEL** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**CHEVROLET**	**SILVERADO**	Yes	***No***	CURRENTLY UNAVAILABLE	WINNER CHEVROLET	1-22-23-20D
32	Standard Pickup, 4x2, Regular Cab, Regular Box, 350 HP, 133 in. WB, 8500 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**RAM**	**2500**	N/A	***N/A***	$39,650.00	ELK GROVE AUTO	1-22-23-20E
32	Standard Pickup, 4x2, Regular Cab, Regular Box, 350 HP, 133 in. WB, 8500 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**CHEVROLET**	**SILVERADO**	N/A	***N/A***	$44,403.00	WINNER CHEVROLET	1-22-23-20D
32	Standard Pickup, 4x2, Regular Cab, Regular Box, 350 HP, 133 in. WB, 8500 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**FORD**	**F-250**	N/A	***N/A***	$44,139.00	WATSONVILLE FLEET GROUP	1-22-23-20G
33	Standard Pickup, 4x2, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**RAM**	**2500**	N/A	***N/A***	$42,900.00	ELK GROVE AUTO	1-22-23-20E
33	Standard Pickup, 4x2, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**CHEVROLET**	**SILVERADO**	N/A	***N/A***	$45,557.00	WINNER CHEVROLET	1-22-23-20D
33	Standard Pickup, 4x2, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**FORD**	**F-250**	N/A	***N/A***	$46,653.00	WATSONVILLE FLEET GROUP	1-22-23-20G
34	Standard Pickup, 4x2, Crew Cab, Short Box, 350 HP, 153 in. WB, 8500 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**RAM**	**2500**	N/A	***N/A***	$43,050.00	ELK GROVE AUTO	1-22-23-20E
34	Standard Pickup, 4x2, Crew Cab, Short Box, 350 HP, 153 in. WB, 8500 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**CHEVROLET**	**SILVERADO**	N/A	***N/A***	$47,477.00	WINNER CHEVROLET	1-22-23-20D
34	Standard Pickup, 4x2, Crew Cab, Short Box, 350 HP, 153 in. WB, 8500 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**FORD**	**F-250**	N/A	***N/A***	$47,985.00	WATSONVILLE FLEET GROUP	1-22-23-20G
34	Standard Pickup, 4x2, Crew Cab, Short Box, 350 HP, 153 in. WB, 8500 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**GMC**	**SIERRA**	N/A	***N/A***	$45,692.82	CA CAR GROUP	1-22-23-20H

35	Standard Pickup, 4x4, Regular Cab, Regular Box, 350 HP, 133 in. WB, 8500 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**RAM**	**2500**	N/A	***N/A***	$42,500.00	ELK GROVE AUTO	1-22-23-20E
35	Standard Pickup, 4x4, Regular Cab, Regular Box, 350 HP, 133 in. WB, 8500 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**CHEVROLET**	**SILVERADO**	N/A	***N/A***	$46,608.00	WINNER CHEVROLET	1-22-23-20D
35	Standard Pickup, 4x4, Regular Cab, Regular Box, 350 HP, 133 in. WB, 8500 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**FORD**	**F-250**	N/A	***N/A***	$46,628.00	WATSONVILLE FLEET GROUP	1-22-23-20G
36	Standard Pickup, 4x4, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**RAM**	**2500**	N/A	***N/A***	$45,980.00	ELK GROVE AUTO	1-22-23-20E
36	Standard Pickup, 4x4, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**CHEVROLET**	**SILVERADO**	N/A	***N/A***	$47,599.00	WINNER CHEVROLET	1-22-23-20D
36	Standard Pickup, 4x4, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**GMC**	**SIERRA**	N/A	***N/A***	$45,822.55	CA CAR GROUP	1-22-23-20H
36	Standard Pickup, 4x4, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**FORD**	**F-250**	N/A	***N/A***	$46,587.00	DOWNTOWN FORD	1-22-23-20F
37	Standard Pickup, 4x4, Crew Cab, Short Box, 350 HP, 153 in. WB, 8500 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**RAM**	**2500**	N/A	***N/A***	$46,080.00	ELK GROVE AUTO	1-22-23-20E
37	Standard Pickup, 4x4, Crew Cab, Short Box, 350 HP, 153 in. WB, 8500 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**CHEVROLET**	**SILVERADO**	N/A	***N/A***	$49,536.00	WINNER CHEVROLET	1-22-23-20D
37	Standard Pickup, 4x4, Crew Cab, Short Box, 350 HP, 153 in. WB, 8500 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**FORD**	**F-250**	N/A	***N/A***	$50,512.00	WATSONVILLE FLEET GROUP	1-22-23-20G
38	Standard Pickup, 4x2, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, **DIESEL** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**RAM**	**2500**	N/A	***N/A***	$52,750.00	ELK GROVE AUTO	1-22-23-20E
38	Standard Pickup, 4x2, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, **DIESEL** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**CHEVROLET**	**SILVERADO**	N/A	***N/A***	$55,028.00	WINNER CHEVROLET	1-22-23-20D

38	Standard Pickup, 4x2, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, **DIESEL** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**FORD**	**F-250**	N/A	***N/A***	$57,192.00	WATSONVILLE FLEET GROUP	1-22-23-20G
38	Standard Pickup, 4x2, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, **DIESEL** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**GMC**	**SIERRA**	N/A	***N/A***	$52,742.35	CA CAR GROUP	1-22-23-20H
39	Standard Pickup, 4x4, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, **DIESEL** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	**RAM**	**2500**	N/A	***N/A***	$55,500.00	ELK GROVE AUTO	1-22-23-20E
39	Standard Pickup, 4x4, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, **DIESEL** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	**CHEVROLET**	**SILVERADO**	N/A	***N/A***	$57,344.00	WINNER CHEVROLET	1-22-23-20D
39	Standard Pickup, 4x4, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, **DIESEL** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	**FORD**	**F-250**	N/A	***N/A***	$58,714.00	WATSONVILLE FLEET GROUP	1-22-23-20G
40	Standard Pickup, 4x2, Regular Cab, Regular Box, 133 in. WB, 8500 lb. GVWR, **CNG** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	**FORD**	**F-250**	N/A	***N/A***	$55,927.00	DOWNTOWN FORD	1-22-23-20F
41	Standard Pickup, 4X2, Regular Cab, Regular Box, 380 lb.-ft. Torque, 133 in. WB, 10200 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	**RAM**	**3500**	N/A	***N/A***	$42,250.00	ELK GROVE AUTO	1-22-23-20E
41	Standard Pickup, 4X2, Regular Cab, Regular Box, 380 lb.-ft. Torque, 133 in. WB, 10200 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	**CHEVROLET**	**SILVERADO**	N/A	***N/A***	$45,665.00	WINNER CHEVROLET	1-22-23-20D
41	Standard Pickup, 4X2, Regular Cab, Regular Box, 380 lb.-ft. Torque, 133 in. WB, 10200 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	**FORD**	**F-350**	N/A	***N/A***	$45,308.00	WATSONVILLE FLEET GROUP	1-22-23-20G
41	Standard Pickup, 4X2, Regular Cab, Regular Box, 380 lb.-ft. Torque, 133 in. WB, 10200 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	**GMC**	**SIERRA**	N/A	***N/A***	$44,268.47	CA CAR GROUP	1-22-23-20H
42	Standard Pickup, 4x4, Crew Cab, Regular Box, 135 in. WB, 7650 lb. GVWR, **ELECTRIC** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	**FORD**	**F-15O Lightning PRO**	No	***Yes***	CURRENTLY UNAVAILABLE	DOWNTOWN FORD	1-22-23-20F
42A	Standard Pickup, 4x4, Crew Cab, Regular Box, 135 in. WB, 7650 lb. GVWR, **ELECTRIC** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	**CHEVROLET**	**SILVERADO EV**	No	***No***	$49,997.00	WINNER CHEVROLET	1-22-23-20D

44	Standard Pickup, 4X2, Regular Cab, Regular Box, 135 in. WB, 6000 lb. GVWR, **HYBRID** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	**FORD**	**F-150 XL**	No	***Yes***	CURRENTLY UNAVAILABLE	DOWNTOWN FORD	1-22-23-20F
45	Standard Pickup, 4x4, Crew Cab, Regular Box, 135 in. WB, 6000 lb. GVWR, **HYBRID** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	**FORD**	**F-150 XL**	No	***Yes***	$49,524.00	DOWNTOWN FORD	1-22-23-20F
48	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, 60 in. CA, 10200 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	**GMC**	**SIERRA**	N/A	***N/A***	$43,889.54	CA CAR GROUP	1-22-23-20H
48	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, 60 in. CA, 10200 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	**FORD**	**F-350**	N/A	***N/A***	$45,813.00	DOWNTOWN FORD	1-22-23-20F
48	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, 60 in. CA, 10200 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	**RAM**	**3500**	N/A	***N/A***	$45,700.00	ELK GROVE AUTO	1-22-23-20E
48	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, 60 in. CA, 10200 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	**CHEVROLET**	**SILVERADO**	N/A	***N/A***	$44,700.00	WINNER CHEVROLET	1-22-23-20D
49	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, 60 in. CA, 15000 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	**FORD**	**F-450**	N/A	***N/A***	$53,510.00	DOWNTOWN FORD	1-22-23-20F
49	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, 60 in. CA, 15000 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	**RAM**	**4500**	N/A	***N/A***	$50,435.00	ELK GROVE AUTO	1-22-23-20E
50	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, 60 in. CA, 15000 lb. GVWR, **DIESEL** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	**INTERNATIONAL**	**CV**	N/A	***N/A***	CURRENTLY UNAVAILABLE	RIVERVIEW INTERNATIONAL TRUCKS	1-22-23-20I
50	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, 60 in. CA, 15000 lb. GVWR, **DIESEL** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	**FORD**	**F-450**	N/A	***N/A***	$61,341.00	DOWNTOWN FORD	1-22-23-20F
50	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, 60 in. CA, 15000 lb. GVWR, **DIESEL** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	**CHEVROLET**	**SILVERADO**	N/A	***N/A***	$55,225.00	WINNER CHEVROLET	1-22-23-20D
50	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, 60 in. CA, 15000 lb. GVWR, **DIESEL** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	**RAM**	**4500**	N/A	***N/A***	$60,150.00	ELK GROVE AUTO	1-22-23-20E

51	Truck, Cab & Chassis, 4X2, Regular Cab, 60 in. CA, 15000 lb. GVWR, **CNG** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	**FORD**	**F-450**	N/A	***N/A***	$65,905.00	DOWNTOWN FORD	1-22-23-20F
52	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, 84 in. CA, 19500 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	**FORD**	**F-550**	N/A	***N/A***	$53,398.00	DOWNTOWN FORD	1-22-23-20F
52	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, 84 in. CA, 19500 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	**RAM**	**5500**	N/A	***N/A***	$51,455.00	ELK GROVE AUTO	1-22-23-20E
53	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, 84 in. CA, 19500 lb. GVWR, **DIESEL** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**INTERNATIONAL**	**CV**	N/A	***N/A***	CURRENTLY UNAVAILABLE	RIVERVIEW INTERNATIONAL TRUCKS	1-22-23-20I
53	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, 84 in. CA, 19500 lb. GVWR, **DIESEL** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**FORD**	**F-550**	N/A	***N/A***	$61,042.00	DOWNTOWN FORD	1-22-23-20F
53	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, 84 in. CA, 19500 lb. GVWR, **DIESEL** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**RAM**	**5500**	N/A	***N/A***	$61,165.00	ELK GROVE AUTO	1-22-23-20E
53	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, 84 in. CA, 19500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	CHEVROLET	SILVERADO	N/A	***N/A***	$56,855.00	WINNER CHEVROLET	1-22-23-20D
54	Truck, Cab & Chassis, 4X2, Regular Cab, 84 in. CA, 19500 lb. GVWR, **CNG** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**FORD**	**F-600**	N/A	***N/A***	CURRENTLY UNAVAILABLE	DOWNTOWN FORD	1-22-23-20F
55	Truck, Cab & Chassis, 4X2, Regular Cab, 450 lb.-ft. Torque, 102 in. CA, 25500 lb. GVWR, **GASOLINE** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**FORD**	**F-650**	N/A	***N/A***	$59,168.00	DOWNTOWN FORD	1-22-23-20F
56	Truck, Cab & Chassis, 4X2, Regular Cab, 660 lb.-ft. Torque, 102 in. CA, 25500 lb. GVWR, **DIESEL** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**INTERNATIONAL**	**HV**	N/A	***N/A***	$88,288.02	RIVERVIEW INTERNATIONAL TRUCKS	1-22-23-20I
56	Truck, Cab & Chassis, 4X2, Regular Cab, 660 lb.-ft. Torque, 102 in. CA, 25500 lb. GVWR, **DIESEL** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**INTERNATIONAL**	**MV**	N/A	***N/A***	$83,057.00	RIVERVIEW INTERNATIONAL TRUCKS	1-22-23-20I
56	Truck, Cab & Chassis, 4X2, Regular Cab, 660 lb.-ft. Torque, 102 in. CA, 25500 lb. GVWR, **DIESEL** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**FREIGHTLINER**	**M2**	N/A	***N/A***	CURRENTLY UNAVAILABLE	SACRAMENTO TRUCK CENTER	1-22-23-20J

57	Truck, Cab & Chassis, 4X2, Regular Cab, 800 lb.-ft. Torque, 108 in. CA, 30000 lb. GVWR, **DIESEL** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**INTERNATIONAL**	**HV**	N/A	***N/A***	$92,316.86	RIVERVIEW INTERNATIONAL TRUCKS	1-22-23-20I
57	Truck, Cab & Chassis, 4X2, Regular Cab, 800 lb.-ft. Torque, 108 in. CA, 30000 lb. GVWR, **DIESEL** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**INTERNATIONAL**	**MV**	N/A	***N/A***	$90,560.00	RIVERVIEW INTERNATIONAL TRUCKS	1-22-23-20I
57	Truck, Cab & Chassis, 4X2, Regular Cab, 800 lb.-ft. Torque, 108 in. CA, 30000 lb. GVWR, **DIESEL** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**FREIGHTLINER**	**M2**	N/A	***N/A***	CURRENTLY UNAVAILABLE	SACRAMENTO TRUCK CENTER	1-22-23-20J
58	Truck, Cab & Chassis, 4X2, Regular Cab, 860 lb.-ft. Torque, 120 in. CA, 33000 lb. GVWR, **DIESEL** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**INTERNATIONAL**	**HV**	N/A	***N/A***	$94,328.61	RIVERVIEW INTERNATIONAL TRUCKS	1-22-23-20I
58	Truck, Cab & Chassis, 4X2, Regular Cab, 860 lb.-ft. Torque, 120 in. CA, 33000 lb. GVWR, **DIESEL** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**INTERNATIONAL**	**MV**	N/A	***N/A***	$91,986.50	RIVERVIEW INTERNATIONAL TRUCKS	1-22-23-20I
58	Truck, Cab & Chassis, 4X2, Regular Cab, 860 lb.-ft. Torque, 120 in. CA, 33000 lb. GVWR, **DIESEL** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**FREIGHTLINER**	**M2**	N/A	***N/A***	CURRENTLY UNAVAILABLE	SACRAMENTO TRUCK CENTER	1-22-23-20J
59	Truck, Cab & Chassis, 4X2, Regular Cab, 120 in. CA, 33000 lb. GVWR, **CNG** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**FREIGHTLINER**	**M2**	N/A	***N/A***	CURRENTLY UNAVAILABLE	SACRAMENTO TRUCK CENTER	1-22-23-20J
60	Truck, Cab & Chassis, 6X4, Regular Cab, 1150 lb.-ft. Torque, 138 in. CA, 54000 lb. GVWR, **DIESEL** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**INTERNATIONAL**	**HV**	N/A	***N/A***	$105,857.38	RIVERVIEW INTERNATIONAL TRUCKS	1-22-23-20I
60	Truck, Cab & Chassis, 6X4, Regular Cab, 1150 lb.-ft. Torque, 138 in. CA, 54000 lb. GVWR, **DIESEL** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**FREIGHTLINER**	**M2**	N/A	***N/A***	CURRENTLY UNAVAILABLE	SACRAMENTO TRUCK CENTER	1-22-23-20J
60	Truck, Cab & Chassis, 6X4, Regular Cab, 1150 lb.-ft. Torque, 138 in. CA, 54000 lb. GVWR, **DIESEL** Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	**WESTERN STAR**	**47X**	N/A	***N/A***	$154,443.00	BONANDER TRUCK & TRAILER	1-22-23-20K

The following items are applicable for options only.

Description	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Manufacturer	Contract Unit Price
Additional options, (cost plus)	various	various	N/A	N/A	N/A	**Dealer Cost up to + 10 %**
Removal of options, (cost minus)	various	various	N/A	N/A	N/A	**Dealer Cost up to + 10 %**

End of Sheet

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MASTER AGREEMENT #081325
CATEGORY: Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories
SUPPLIER: 72 Hour LLC, dba National Auto Fleet Group

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC, dba National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for

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ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 13, 2029, unless it is cancelled or extended as defined in this Agreement.

   a. **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b. **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP # 081325 to Participating Entities. In Scope solutions include:

   a. Category 1: ALL engines, fuel, and propulsion type Automobiles, SUVs, Vans, and Light Trucks:

      i. Vehicles of the following types and classifications:
         (1) Automobiles: mini, subcompact, compact, coupe, sedan, and full size;
         (2) Sport Utility Vehicles: cross-over, light duty, and heavy duty;
         (3) Vans: passenger and cargo; and
         (4) Light Trucks: light duty, half-ton, three-quarter ton, and one ton.
      ii. Vehicles of the types and classifications in subsections 7 a. i. (1)-(4). above with upfitting designed for:
         (1) Public safety applications;
         (2) ADA and paratransit applications;
         (3) Service bodies and utility bed for light trucks; and
         (4) Equipment, lighting, technology, accessories, safety products, and upfitting services directly related to turnkey solutions for subsections 7 a. ii. (1)-(3).
      iii. A wide range of vehicles by seating or cargo configurations, drive train options, trim levels, and optional equipment offerings.
      iv. Proposers may include related equipment, accessories, supplies, parts, and services to the extent that the solutions are directly related to turnkey solutions for subsections 7 a. i. and 7 a. ii. above.

   Proposers may include related equipment, accessories, and services to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

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9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or

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conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to 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, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 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 Act provides that each contractor or subrecipient must be 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. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, 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 (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, 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. 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, materials, or articles ordinarily available on the open market, or

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contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 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 the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree 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 the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide 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 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have 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, 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 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further

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certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the 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.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity 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. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 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.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

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xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

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7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

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15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

    b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

    c) **Use; Quality Control.**
        i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

        ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under

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this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

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c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms

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of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

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Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 11/12/2025 | 12:32 PM CST

72 Hour LLC, dba National Auto Fleet Group

Signed by:
FACBB5730C1E467...

By: _____

Jesse Cooper

Title: Fleet Manager

Date: 11/12/2025 | 11:01 AM CST

RFP 081325 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Vendor Details

Company Name:	72 HOUR LLC
Does your company conduct business under any other name? If yes, please state:	National Auto Fleet Group
Address:	490 Auto Center Drive Watsonville, CA 95076
Contact:	Jesse Cooper
Email:	Jcooper@nationalautofleetgroup.com
Phone:	951-440-0585
Fax:	831-840-8497
HST#:	263297677

Submission Details

Created On:	Friday August 01, 2025 12:01:47
Submitted On:	Sunday August 10, 2025 16:56:26
Submitted By:	Jesse Cooper
Email:	Jcooper@nationalautofleetgroup.com
Transaction #:	31d3edf8-96d1-4de1-b38c-173d68dcae06
Submitter's IP Address:	147.243.244.170

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	72 Hour LLC DBA: National Auto Fleet Group By: Jesse Cooper	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	72 Hour LLC has numerous subsidiaries and DBA's including but not limited to: National Auto Fleet Group Chevrolet of Watsonville Watsonville Ford (WCAF LLC) Watsonville CDJR (WCDJR, LLC) Watsonville Fleet Group Clewiston Motor Company, inc Alan Jay Automotive Inc Alan Jay Ford Alan Jay CDJR Alan Jay Chrysler Jeep Inc Alan Jay Buick Alan Jay outlet Alan Jay Lincoln Alan Jay Ford Alan Jay Nissan Alan Jay Toyota	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Duns#: 023680653 Unique Entity ID: Y1FHD2Z1ZDY5 CAGE/NCAGE: 7ZXM2	*
5	Provide your NAICS code applicable to Solutions proposed.	441110 (New Car Dealers) 532112 (Passenger Car Leasing)	
6	Proposer Physical Address:	490 Auto Center Drive Watsonville, CA 95076	*
7	Proposer website address (or addresses):	www.NationalAutoFleetGroup.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Cooper Fleet Manager 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com 855-289-6572	*

10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Melvin Cooper President 490 Auto Center Drive Watsonville, CA 95076 831-722-4122	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	National Auto Fleet Group was founded in 2010 as a new division of 72 Hour LLC, born from a single dealership in Southern California with a bold vision for streamlined fleet solutions. Since then, we've expanded our reach to include a growing network of dealerships both within and beyond California, allowing us to serve public agencies and government entities with greater efficiency and scale. From day one, our company has embraced a people-first mindset by hiring from within, investing in long-term careers, and building a culture rooted in loyalty and growth. Many of our original Fleet Managers are still with us today, a reflection of our commitment to strong internal leadership and lasting relationships. As the automotive landscape has evolved, so have we by adapting to emerging technologies, sustainability trends, and industry innovations. And yet, our core values remain unchanged: integrity, service, and a deep responsibility to the members we serve. We live by our promise to deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place, at the RIGHT price. Proudly family-owned and operated, National Auto Fleet Group carries forward generations of automotive experience with a forward-looking approach. With future generations already preparing to carry the torch, we remain focused on delivering unmatched value and service for decades to come.	*
12	What are your company's expectations in the event of an award?	If awarded, this would mark our sixth Sourcewell contract, which is an achievement we're incredibly proud of. We're fully prepared to execute with the same precision, care, and commitment that has defined our previous partnerships with Sourcewell. Our expectations are simple: to continue delivering exceptional customer service, to raise the bar on satisfaction, and to deepen our value to your members. We plan to leverage this award to launch new growth strategies and expand the reach of our offerings to even more agencies across the country. As part of that growth, we're excited to introduce our Partner Program, detailed in the "Marketing Plan for NAFG 081325" attachment. This next-generation tool empowers members to choose preferred upfitters, creating a seamless quoting and service experience through National Auto Fleet Group. We believe there's immense value in building these flexible, member-driven partnerships and we're committed to providing turnkey solutions that are not just efficient, but genuinely satisfying from start to finish.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	To demonstrate National Auto Fleet Group's financial strength and stability we've uploaded current bank commitment letters under the Financial Strength section of the online application. We maintain a direct line of credit of $85,000,000, actively utilized to support our current and previous Sourcewell contracts. This line can be extended as needed to meet the evolving demands of Sourcewell members. To further reinforce our market position, we've included a summary of awarded government contracts that, collectively, represent hundreds of millions of dollars in vehicle and equipment deliveries under our existing Sourcewell agreement. In addition, we've provided letters of commitment from several of our nationally recognized upfitting partners, including The Knapheide Manufacturing Company, as well as regional leaders such as Phenix Truck Body in Southern California. These suppliers serve as trusted partners, offering localized support to help us fulfill orders efficiently and with precision. Lastly, we've attached supporting documentation to show the consistent growth we've achieved since receiving our first Sourcewell contract in 2012. We hope these materials clearly demonstrate our long-term commitment to financial integrity, operational excellence, and building trusted relationships with both our partner upfitters and the members we serve.	*
14	What is your US market share for the Solutions that you are proposing?	Across the brands and OEMs we represent, our estimated U.S. market share for the proposed Solutions falls between 60% and 75%. This strong presence reflects our deep partnerships, longstanding industry relationships, and consistent ability to deliver tailored fleet solutions nationwide.	*

15	What is your Canadian market share for the Solutions that you are proposing?	While it is difficult to precisely quantify Canadian market share for the brands and OEMs we represent, we estimate it aligns closely with our U.S. share, which is approximately 60% to 75%. This estimate reflects the consistent performance and availability of our represented brands across both markets.
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	National Auto Fleet Group is best described as option 'A' - a distributor/dealer/reseller and authorized dealer partner for over 17 OEM manufacturers. Our network includes major brands such as Ford Motor Company, Chevrolet, RAM, GMC, Buick, Chrysler, Dodge, Jeep, Toyota, Nissan, KIA, BMW, Honda, Cadillac, and Volkswagen. All orders are placed through franchised dealerships and titled directly to the purchasing member, ensuring compliance with all regulatory and manufacturer requirements. Supporting documentation, franchise agreements and seller's permits are authorization by the OEM's, including certifications, DMV authorizations, and factory licenses, can be found in the “Related Certification” section of this RFP submission. Please note: We do not offer used equipment under this contract.
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Required licenses include a Dealer’s License, a Franchise issued by the Manufacture, a Department of Motor Vehicles License, as well as a Reseller’s permit license. All which NAFG and Dealer Partner’s hold. Please review our attachment documents in section “Related Certification” for licenses that we either solely own or are jointly owned by our partner dealers that pertain to this RFP. A list of all our licenses are below, some of which may not pertain to class 1-3 but to class 4-8. Some of our Licenses are outlined here but not limited to: CA Certificate of Good Standing 200824810190 State of Florida License Certificates: VF/1000974/4 VF/1000950/1 VF/1046516/1 VF/1024619/2 VF/1024619/1 VF/1018615/1 VF/1021891/1 VF/1000974/3 VF/1105916/1 VF/1020705/1 VF/1000969/1 CA State Seller’s Permit 101-135239 CA State Seller’s Permit 245364864-00001 Department of Motor Vehicle, Vehicle Dealer/ License Number 97772 Department of Motor Vehicle, Vehicle Dealer License Number 97771 Department of Motor Vehicle, Vehicle Dealer License Number 43609 Bureau of Automotive repair Registration # ARD00296319 123120 CA State Seller’s Permit 232781952-00001 City of Watsonville Business License Number 1792 City of Watsonville Business License Number 4358 Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138 California General Resale Certificate Dun & Bradstreet Number: 023680653 Government of The District of Columbia Certificate Government of the District of Columbia Tax Registration # 7815888160711 City of Los Angeles Tax Registration Government of The District of Columbia CLEAN HANDS CERTIFICATION San Diego Freightliner Seller’s Permit Commonwealth of Virginia State Corporation Commission Certificate State of Maryland Good Standing Certificate Kansas Department of Revenue for Kansas City Peterbilt New Jersey Department of Treasury Registration Certificate New Jersey Business Registration Notice of Compliance of the Canton City Codified Ordinance Employee Information Report for the State of New Jersey State of Maryland New Sales and Use tax License CA State Seller’s Permit 98-037902 00006 South Carolina Department of Motor Vehicles License Number 36133 State of South Carolina Retail License Commonwealth of Kentucky Vehicle Dealer License 1583 20 100 State of West Virginia Dealer License Commonwealth of Kentucky Vehicle Dealer License 1581 20 036 State of Tennessee Vehicle Dealer License
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Not applicable. National Auto Fleet Group has not been suspended or debarred at any point within the past ten years.

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Over the past five years, National Auto Fleet Group has been honored with several industry recognitions that reflect our commitment to excellence in government sales. Most notably, we received top placement from Ford Motor Company as the leading dealership in Government Sales -a distinction we're especially proud of. Additionally, our performance with Chevrolet has earned consistent recognition from General Motors, with honors received in five out of the past six consecutive years. These awards speak to the strength of our partnerships, the dedication of our team, and our ongoing focus on delivering outstanding service to public sector clients nationwide.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Within our fleet division, approximately 90% of all sales over the past three years have been to governmental entities. This consistent focus reflects our deep experience and trusted relationships within the public sector.	*
22	What percentage of your sales are to the education sector in the past three years?	Over the past three years, approximately 20% of our government sector sales have been to educational institutions, including K-12 districts, colleges, and universities. Education remains a key focus within our public sector partnerships.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	We currently hold the State of California contract, under which we have delivered between 200 and 500 units annually over the past three years. In addition, we have maintained multiple Sourcewell contracts—including 091521-NAF and 032824-NAF with combined quarterly sales totaling over $350 million across that same period. These cooperative purchasing agreements have been instrumental in expanding our reach and supporting consistent, large-scale fulfillment for public sector members nationwide.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	National Auto Fleet Group's primary focus is on our Sourcewell contract, along with the State of California contract. We do not currently hold any GSA contracts or Standing Offers and Supply Arrangements (SOSA). Our annual sales volume across these agreements is estimated to exceed $150 million over the past three years.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Los Angeles, CA	Joe Casaletta	323-526-9233	*
City of Santa Monica, CA	Mark Zamora	310-458-8526	*
City of San Diego, CA	Ralph Monroy	619-527-7577	*
City of Jersey City, NJ	James Lovero	201-547-4423	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	National Auto Fleet Group operates with a robust combination of direct and indirect sales force personnel. Our direct sales force includes both in-house employees and partner dealership staff, totaling over 300 full-time and part-time individuals. These professionals are strategically located across the U.S., enabling us to support members nationwide. We also leverage strong relationships with larger-class dealerships to fulfill lower-class vehicle needs creating a versatile, cross-functional sales team that serves both our dealership network and the NAFG Fleet Division. Our indirect sales force includes more than 100 personnel from our upfitter and supplier partner network, and that number continues to grow each year. This collaborative network supports quoting, fulfillment, and customer service, ensuring our members receive turnkey solutions that are seamless from start to finish. Together, our direct and indirect teams have enabled NAFG to successfully grow, scale, and serve the evolving needs of Sourcewell members. As membership expands, we are fully committed to continuing that growth by bringing on additional staff to meet rising demand and, more importantly, exceed expectations.	*

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Our network of Authorized Sellers spans both the United States, supported by a strong franchise system built through our 17 proposed OEMs. Each of these manufacturers has established extensive dealer networks across North America, with factory-authorized stores strategically located to ensure all members have access to local service, support, and warranty coverage. This built-in infrastructure enables us to deliver Solutions efficiently and reliably no matter where a member is located within the US. With certified dealerships in all 50 U.S. states, we are equipped to provide responsive delivery, servicing, and warranty fulfillment with consistency and scale. NAFG feel's the North American automotive supply chain, particularly for the OEMs we represent, is one of the strongest and most reliable in the world. Our access to this network ensures that Sourcewell members receive the highest level of support from order to delivery and beyond.	*
28	Service force.	The 17 OEMs we represent offer access to thousands of authorized service centers and warranty repair facilities across the United States. This expansive service network ensures that Sourcewell members have convenient, reliable support no matter where they are located with service centers in every state. All OEM service locations are fully equipped to handle maintenance and warranty needs for their respective brands, providing timely and expert service that supports the full lifecycle of the vehicles we deliver. While service accessibility is generally comprehensive across the continental U.S., members in Alaska and Hawaii may experience greater distances between franchise locations, which could impact travel time to the nearest authorized service center. Even in those cases, we work closely with our OEM partners to coordinate support and minimize disruption.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Members can inquire about a new vehicle order process in three convenient ways: Online by visiting www.NationalAutoFleetGroup.com and using our step-by-step quote builder, By phone at 855-289-6572 to speak directly with a fleet representative, or By email at Fleet@NationalAutoFleetGroup.com. Once an order is submitted, National Auto Fleet Group handles all coordination, including processing the order with the manufacturer and managing the vehicle's path through any requested upfitting or customization. Depending on the needs of the member, vehicles are either routed to an upfitting partner or shipped directly to the desired end-user location. Throughout the process, our team remains the primary point of contact—managing communication, timelines, and logistics between the member, the manufacturer, and any third-party service providers. This ensures a streamlined, transparent, and responsive ordering experience from start to finish.	*
30	Demonstrate your ability and experience handling large order volumes for autos through light trucks.	National Auto Fleet Group has consistently managed and delivered large-scale vehicle orders from government and education members nationwide. Ranging from 5 to 927 units in a single order from cars, vans, SUV's to light trucks, including complex multi-upfitted units. Our ability to deliver large scale orders is supported not only by a streamlined digital ordering process, strong OEM partnerships, and a coast-to-coast dealer and supplier network but also our strong commitment from our banking partner Bank of America which opened up $ 85,000,000 for our use to fulfill orders. For example, through our Sourcewell contracts, over the past 12 years we've fulfilled hundreds of millions of dollars in vehicle orders—often involving high-volume orders that include detailed upfitting, title coordination, and multi-location delivery logistics. With our track record of thousands of units processed through platforms like our www.NationalAutoFleetGroup.com quote builder, we've demonstrated time and again our readiness to support large-volume orders quickly, accurately, and	*

31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service program is built on proactive support, personalized guidance, and transparency in every stage of the process. From quote to delivery, members are supported by our dedicated staff available Monday through Friday, 7 AM to 7 PM PST, as well as a live chat function on our website for real-time assistance. Members can generate quotes online through a secure dashboard, customize builds, request upfitting, and view transparent pricing including MSRP, contract discounts, and total savings all within a few clicks. After submitting an order, members receive a Courtesy Confirmation to double-check specifications, colors, quantities, upfits, and title information. We also provide members with a “Track Your Order” feature, allowing real-time status updates using their PO number, Quote ID, VIN, or Upfit Quote ID similar to tracking a UPS package. This visibility helps members feel in control and supported every step of the way. Our team also actively communicates factory cut-off dates, sends reminders, and documents these deadlines directly on quotes. Everything we do is focused on making the buying process easier, more transparent, and more member-driven.	*
32	Demonstrate in detail your ability to sell, deliver, and support vehicles sold on a master agreement throughout the contiguous United States; as well as sell, deliver, and support vehicles sold on contract in Alaska, Hawaii, US Territories, and Canada.	National Auto Fleet Group has nationwide reach and the infrastructure to serve all Sourcewell members across the contiguous U.S., Alaska, Hawaii, U.S. Territories, and Canada. Our network of 17 OEM partners includes factory-authorized dealers and service centers across all 50 states and Canadian provinces, ensuring local access to warranty work, vehicle servicing, and delivery coordination. Even in geographically challenging areas like Alaska and Hawaii, we work closely with manufacturers and logistics partners to overcome longer distances between franchise points, ensuring every member receives the same level of support. Members also benefit from real-time tracking through our website, and our Customer Service Team is available to assist with logistics, titling, and documentation whether delivery is local	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	We are fully committed to serving all Sourcewell participating entities. In fact, Sourcewell members are the core of our business making up over 90% of our government sales activity over the past three years. We provide a full scale Solution designed specifically with Sourcewell members in mind. From simplified online quoting to customized upfitting and transparent pricing. Whether it’s a school district ordering a fleet of vans or a public works department in need of a specialty upfit, we treat every request with urgency, accuracy, and care. Our willingness to support members isn’t just operational, it’s cultural. Our entire team are all aligned around one mission: to make it as easy as possible for Sourcewell members to get what they need, when they need it.	*
34	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	NAFG are both willing and eager to extend our products and services to Sourcewell members in Canada. Expanding into the Canadian market is a natural next step for our organization, and we believe strongly in building success through partnerships with established, local Canadian dealer groups. Our proven business model, competitive pricing, and seamless digital tools provide a strong foundation for growth. Additionally, our straightforward approach to U.S. Dollar to Canadian Dollar conversion ensures transparency and simplicity for Sourcewell members across borders. We’re excited about the opportunity to support Canadian members with the same commitment to service, reliability, and value that we’ve delivered in the U.S. for over a decade.	*
35	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	National Auto Fleet Group will fully support 100% of geographic areas within the United States under the proposed agreement. We will continue to serve all Sourcewell members through our 24/7 online portal, offering around-the-clock access to quotes, order tracking, and support. While we anticipate some logistical challanges in Canada, we are committed to expanding our infrastructure and dealer partnerships to offer equally robust service and customer care to Canadian members. One important note: while we do serve nonprofit organizations, these entities may not qualify for the same discounted pricing available to government agencies. Nonprofits are subject to a separate pricing program, and each request will be reviewed on a case-by-case basis to determine eligibility and ensure fair, appropriate solutions.	*

36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The only potential contract requirements or restrictions for participating entities in Hawaii, Alaska, and U.S. Territories are related to logistics and shipping constraints. Due to geographic distance and limited access to certain shipping ports, there may be additional freight, handling, and port fees associated with vehicle delivery to these regions. For example, vehicles destined for Alaska or Hawaii, particularly those that include upfits, are often coordinated through mainland processing before being shipped to the final destination. In these cases, members are informed in advance and may elect to include the additional shipping and port costs directly into their quote, ensuring full transparency and cost accuracy from the start. Despite these logistical considerations, National Auto Fleet Group is fully equipped and experienced in fulfilling orders for members in these areas, and we will continue to do so with the same level of attention, care, and service as we provide in the continental U.S.	*
37	Describe in detail your history and experience selling vehicles to state and local government agencies, public and private K-12 and higher education, and non-profits.	National Auto Fleet Group (NAFG) has over two generations of expertise in selling vehicles to state and local government agencies, public and private K-12 and higher education institutions, and non-profit organizations across the United States. As a minority family-owned business, we have built a strong reputation for our ability to navigate the complexities involved in government fleet vehicle purchasing. We specialize in offering hassle-free, reliable, and cost-effective solutions through our Sourcewell contracs since Sourcewell has done the bidding already on behalf of the members. Sourcewell contracts empower public agencies to bypass the tedious and time-consuming bidding process, allowing them to focus their efforts on other projects while we handle the procurement. NAFG holds two highly awarded Sourcewell contracts, which streamline vehicle purchases by providing a range of options—from light-duty vehicles like cars, vans, and SUVs to heavy-duty trucks, buses, and specialized vehicles for public entities. Through our partnerships with manufacturers and upfitters, we cater to the specific needs of government entities, school districts, and non-profits, ensuring the vehicles are ready for immediate in-service needs along with all necessary upfitting if needed. Our experience spans from working with small rural schools requiring a single van, to large cities replacing fleets of hunderds of utility trucks. No matter the scale or complexity, we are committed to offering the highest level of customer service and delivering vehicles that meet our clients' needs, budgets, and timelines. By leveraging the efficiency of Sourcewell's competitive contracts, we help our customers save both time and money, making vehicle purchasing seamless and efficient.	*
38	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, National Auto Fleet Group (NAFG) will extend the terms of any awarded master agreement to nonprofit entities, provided the vehicles and the entities meet the applicable qualifications. We understand the importance of supporting nonprofit organizations, and we are committed to offering the same competitive pricing, efficient service, and high-quality vehicles that we provide to our government and educational agency customers.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
39	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group (NAFG) uses a comprehensive, multi-tiered marketing strategy to promote the Sourcewell contract and streamline the vehicle purchasing process for government and education entities. Our marketing strategy combines digital, in-person, and relationship-based outreach to maximize exposure, drive engagement, and support long-term growth. Website and Inbound Marketing: Our professional, customer-focused website serves as a key marketing gateway. Members can browse in-stock vehicles, explore pricing, register for access, build vehicles, and request quotes. We create inbound opportunities through tailored content such as how-to videos, member success stories, and social media posts, directing potential members to our website and empowering them to make informed purchasing decisions. Email Marketing: Email remains one of our most effective outreach tools, given its high usage among public agency staff. We use visually rich, mobile-friendly email campaigns that include flyers with Sourcewell contract details, manufacturer incentives, seasonal promotions, first-time buyer offers, and factory cutoff reminders. These emails feature embedded videos, images, and direct links to the Sourcewell homepage and NAFG quoting tools. Our platform also allows us to track performance metrics such as open rates, click-throughs, and unsubscribes to continuously refine our messaging.	

In-Person Marketing and Trade Shows:
We attend major industry trade shows, including GFX, IAPPO, NIGP, ACT, CAPPO, and CASBO to establish direct connections with members and vendors. These face-to-face meetings foster trust and long-term relationships. We also deliver in-person presentations to local cities, counties, school districts, water districts, and port authorities to explain how the NAFG–Sourcewell process works, how to buy without bidding, and the vehicle options available.

Customer Advocacy (Word-of-Mouth Marketing):
NAFG's reputation for exceptional service drives organic growth through member referrals. Our commitment to white-glove support from quote to post-delivery often results in repeat customers and unsolicited endorsements. We've built our brand through consistent follow-through, fast solutions, and personalized care—even years after a vehicle has been delivered.

Cross-Promotion Marketing with Sourcewell Vendors:
We actively collaborate with fellow Sourcewell vendors such as NCL Government Capital to offer joint marketing materials and turnkey financing options. For example, we've co-developed videos, infographics, and flyers showcasing how to lease or purchase vehicles through multiple Sourcewell contracts. We also cross-market with Hoglund Bus Company, highlighting how members can pair NAFG chassis with various Hoglund bus bodies. *

Preferred Vendor Program – NAFG Partner Page:
To increase our national network and visibility, we launched www.nafgpartner.com, a dedicated site encouraging body upfitters to join as preferred vendors. Partners receive benefits such as website and social media endorsements, referral opportunities, and PR support. To qualify, vendors agree to co-promote NAFG and refer their clients in need of chassis. This helps members easily locate qualified body upfitters in their area, while deepening vendor collaboration and contract awareness.

Customer Relationship Marketing:
Our sales team takes a relationship-first approach by focusing on solution-based selling and long-term support, not just transactions. We pride ourselves on building trust and delivering value, which translates to loyal clients and strong word-of-mouth.

Examples of Impactful Relationship Marketing:

A member used three Sourcewell contracts (NAFG, NCL Gov Capital, GovDeals) to finance, purchase, and dispose of a vehicle in a single seamless transaction.

A member urgently needed a vehicle due to an accident. We redirected them to our in-stock inventory and fulfilled the order within three weeks versus the standard 18-week factory lead time.

A liftgate malfunction two years after delivery was resolved at no cost thanks to our relationship with the original upfitter, ensuring continued satisfaction.

For a member uncertain about budget, we provided multi-OEM pricing through Ram, Chevrolet, and Ford—allowing them to choose without needing to shop around.

We expedited upfitting for a vehicle held up at a local body company by personally coordinating with the vendor, leading to early delivery.

This multi-pronged strategy ensures that National Auto Fleet Group not only promotes the Sourcewell contract widely but delivers measurable value to members across every stage of the vehicle procurement lifecycle.

40	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	National Auto Fleet Group (NAFG) utilizes a robust mix of technology, social media, and digital tools to drive marketing performance, boost engagement, and increase sales conversions. Social Media Marketing – LinkedIn Focus: LinkedIn serves as our primary digital channel to connect with public agencies and build our professional network. We use LinkedIn to: Share engaging content such as contract flyers, vehicle promotions, and program updates. Monitor member activity and job changes to identify opportunities to re-engage or offer tailored solutions. Send personalized messages to new members thanking them for registering, with direct links to our website and social platforms. This strategic outreach not only strengthens our relationships with current members but also helps us reach new decision-makers who can benefit from our vehicle procurement solutions. Video Marketing Strategy: To further enhance digital reach and content quality, our in-house marketing team creates and distributes professional-grade videos through both email and social media. These include: Welcome Video: A 90-second animated introduction to NAFG and our Sourcewell contract, featured in every weekly campaign. Walkthrough Videos: Guided, step-by-step explainers on how to purchase both Light-Duty and Heavy-Duty vehicles through the contract. In-Stock Vehicles Video: A visual showcase of available inventory with a call-to-action on how to request a quote. ETA Tracking Video: A video tutorial that empowers customers to track their own vehicle's status. Holiday-Themed Videos: Lighthearted, festive content that humanizes our brand and drives seasonal engagement. Social Media Shorts: Bite-sized videos tailored for LinkedIn and other platforms to promote new vehicles, highlight factory cutoff dates, and announce pricing changes. All videos are optimized for both desktop and mobile viewing, helping to engage a broader audience and improve retention of key messages. Email Campaign Analytics (Metadata): We track weekly email flyers, incorporating images, links, and embedded videos. The platform provides real-time data including: Open rates, Link click-throughs and Unsubscribes to asses our outreach to the members. This performance metadata allows us to adjust our messaging, layout, and frequency to ensure the highest level of engagement with our target audience. By analyzing this digital feedback, we continuously improve the effectiveness of each campaign. Live Chat Technology for Real-Time Engagement: To better serve website visitors, NAFG implemented a live chat feature that connects members directly with a live sales representative. This tool: Offers fast, real-time responses to inquiries Assists members while they build vehicle quotes online Increases quote submissions and conversions by reducing hesitation and increasing clarity during the decision-making process Early results show that our live chat feature has contributed to higher engagement, improved customer satisfaction, and shorter sales cycles—especially for first-time buyers navigating the Sourcewell process.	*

41	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Sourcewell plays a pivotal role in promoting cooperative purchasing contracts by acting as a trusted bridge between vendors and public sector agencies across government, education, and nonprofit organizations. Its mission - "Our commitment to service and exceeding client expectations", which perfectly aligns with National Auto Fleet Group's relationship-based approach to sales and service. Sourcewell establishes trust and credibility by conducting a rigorous vetting and solicitation process before awarding cooperative contracts. This ensures that only qualified, ethical, and dependable vendors are awarded contracts, giving agencies confidence in their purchasing decisions. For National Auto Fleet Group (NAFG), this endorsement elevates our brand and reassures our members that they are working with a vetted and approved partner. Sourcewell's support tools, such as: Professionally designed flyers Training videos and webinars Procurement documentation Contract compliance support These help us deliver consistent, transparent, and educational messaging to both new and existing members. These resources are integrated into our own marketing and client education materials, ensuring clients understand both the value of the cooperative contract and how to access it with ease. In our sales process, the Sourcewell contract is woven into every touchpoint: Our website clearly highlights the benefits of cooperative purchasing through Sourcewell. Our email campaigns feature Sourcewell branding and direct links to contract resources. Our sales team is fully trained to walk clients through the Sourcewell purchasing process, eliminating confusion and saving agencies the time and cost of traditional competitive bidding. We educate members during in-person presentations and trade shows about how Sourcewell allows them to procure vehicles immediately while remaining fully compliant with public procurement laws. At NAFG, we believe Sourcewell is more than just a contract holder—it's a strategic partner that helps us build trust, streamline procurement, and serve our members with unmatched efficiency and integrity. We are proud to uphold the high standards Sourcewell represents and integrate them throughout our client-facing operations.	*

42	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, National Auto Fleet Group offers a fully accessible e-procurement solution through our website, which provides government and education agencies with a self-guided, efficient, and user-friendly platform to browse, customize, and request vehicle quotes. Our online system allows members to: Browse a wide selection of vehicle makes and models Customize builds to meet their agency's specifications, including factory options and body upfitting needs Generate real-time quotes, often in under five minutes depending on vehicle complexity Download or submit quotes and supporting documentation without ever needing to speak with a sales representative For agencies that prefer guided support, a dedicated live chat feature is available alongside traditional phone and email contact options. Clients can interact with a knowledgeable representative in real time for assistance with quote building, vehicle specs, or ordering next steps. To further enhance usability, we've created a "How-To Videos" section on our homepage. These step-by-step guides demonstrate: "How to register as a Sourcewell member" "How to build a vehicle online" "How to include upfitting needs in the quote" "How to submit a purchase order for processing" Once a quote is finalized, the client can complete the transaction by simply uploading in directly into our site or bysubmitting a purchase order via email. This approach enables a flexible hybrid of self-service and personalized support, accommodating both highly independent buyers and those who prefer a walk-through approach. Public agencies regularly use this e-procurement system to: Compare options across manufacturers Expedite quote generation and documentation for internal approvals Submit POs directly, avoiding the delays of traditional bidding processes Stay compliant through Sourcewell's competitively awarded contract framework This system not only saves time, but empowers agencies to manage their fleet procurement with autonomy, transparency, and full support from the NAFG team whenever needed	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
43	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	National Auto Fleet Group extends all product, equipment, maintenance, and operator training programs made available by the OEMs directly to Sourcewell members during the quoting process. Training availability and scope are typically determined by the vehicle class, equipment type, and geographic location, and are quoted accordingly by the manufacturer. When such training is offered, NAFG can include it in the member's quote and handles it similarly to an upfit by ensuring it is documented, transparent, and customized to the member's needs. These training programs may cover areas such as vehicle operation, safety, and maintenance procedures. Any associated costs are clearly outlined and passed through without markup, so members can make fully informed decisions.	*

44	Describe any technological advances that your proposed Solutions offer.	The technological advancements offered through National Auto Fleet Group reflect both cutting-edge manufacturer innovation and our own commitment to future-forward solutions. OEMs like Ford Motor Company, General Motors, and other top-tier brands continue to push the boundaries with advanced safety systems, connectivity features, alternative fuel capabilities, and electrified powertrains, many of which are available across a wide range of vehicle classes offered to Sourcewell members. In addition, NAFG supports members who are seeking to electrify their fleets by offering access to specialized upfits, for example including integration of Motive Power Systems. These options allow members to transition into sustainable vehicle solutions while maintaining performance and functionality.	*
45	Describe any service contract options or extended warranties being offered with your proposal.	National Auto Fleet Group (NAFG) offers all existing warranties provided by the Original Equipment Manufacturers (OEMs) as an option, which will be treated as an upfit. In addition to the OEM warranties, when asked by members, our standard offered extended warranty is a 5-year/100,000-mile coverage with a $0 deductible. This ensures that our customers receive peace of mind with comprehensive coverage for their fleet, minimizing potential repair costs over the long term.	*
46	Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor, technician travel, and geographic regions covered.	Since we are offering 17 different brand names, we have included a "Warranty" file in the attachment under the specifications file in our response. The attachment outlines what is covered by each OEM and there length of coverage's by time and miles.	*
47	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	National Auto Fleet Group is deeply committed to supporting meaningful green initiatives and forward-thinking partnerships. We played an integral role in the formation of the Climate Mayors Electric Vehicle Purchasing Collaborative, a coalition created in partnership with over 400 mayors nationwide to accelerate the adoption of clean, all-electric fleets. This initiative was designed specifically to help public agencies transition to zero-emission vehicles and lead by example in their communities. Through this collaboration, Sourcewell members have access to a growing lineup of 100% electric vehicles, including models such as the Chevrolet EV line up with Silverado EV, Ford Mustang Mach-E, and the all-electric Ford F-150 Lightning. As OEMs continue to expand their electric offerings, NAFG is committed to making those vehicles readily available to Sourcewell members. More information about this initiative can be found at www.DriveEVfleet.org. Certification and leadership for this program are guided by the Climate Mayors, Bloomberg Philanthropies, and C40 Cities.	*
48	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	National Auto Fleet Group, along with several of our partner suppliers and upfitters, maintains relevant third-party certifications that reflect a commitment to energy efficiency and sustainability. Key certifications include: California Air Resources Board (CARB) Certificate – Recognizing compliance with strict emissions standards and supporting low- or zero-emission vehicle offerings. Ford Qualified Vehicle Modifier (QVM) Certification – Awarded to select partners for meeting Ford’s rigorous requirements for safety, quality, and environmental standards in vehicle modifications. These certifications help demonstrate how our vehicles and upfitted solutions promote energy conservation, reduced emissions, and long-term operational efficiency. They also ensure that our offerings align with evolving environmental regulations and sustainability goals set by Sourcewell members.	*

49	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	What sets National Auto Fleet Group apart is not just our experience - it's our measurable commitment to results and service. From day one, our company has been built on a foundation of hard work, data-driven performance, and a relentless focus on customer satisfaction. We actively track and quantify our outcomes to ensure that real goals are being met, and that every Sourcewell member receives timely, attentive, and solutions-oriented service. Our internal metrics drive accountability and help us continually improve how we support members. One of our most unique offerings is our 24/7 online portal, which gives Sourcewell members secure access to quote-building tools, live tracking, support resources, and customer service assistance around the clock. Whether it's a complex upfit, a last-minute request, or a question about vehicle specs, our team is available to personally walk members through every step. We pride ourselves on being flexible, responsive, and creative problem solvers. No matter the challenge, we're committed to thinking outside the box and finding a solution that works.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		(•) Yes ( ) No	We offer leasing through Diversified Leasing owned and operated by Mr. Steve Wilson who is a Disabled Veteran Business Owner who runs his company along with Debbie Black his assistant. If an agency would like to work with Diversified Leasing we will help facilitate the transaction.	*
51		Minority Business Enterprise (MBE)	(•) Yes ( ) No	We are recognized as MBE by Supplier Clearinghouse, our certificate is attached in the attachments.	*
52		Women Business Enterprise (WBE)	( ) Yes (•) No	n/a	*
53		Disabled-Owned Business Enterprise (DOBE)	( ) Yes (•) No	n/a	*
54		Veteran-Owned Business Enterprise (VBE)	( ) Yes (•) No	n/a	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	( ) Yes (•) No	n/a	*
56		Small Business Enterprise (SBE)	( ) Yes (•) No	n/a	*
57		Small Disadvantaged Business (SDB)	( ) Yes (•) No	n/a	*
58		Women-Owned Small Business (WOSB)	( ) Yes (•) No	n/a	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	

59	Describe your payment terms and accepted payment methods.	Our standard payment terms are Net 20, with a 10-day grace period offered for flexibility. We accept the following payment methods: Check ACH (Automated Clearing House) These options are designed to accommodate the procurement processes of public sector entities while ensuring a smooth and secure transaction experience.	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	To support educational and governmental entities with flexible procurement options, National Auto Fleet Group has partnered with National Cooperative Leasing (NCL) to offer customized leasing solutions for all vehicles quoted under our Sourcewell contract. We also offer leasing through Diversified Leasing. These leasing options are available to Sourcewell members as part of our standard offering and can be applied to any eligible NAFG quote. This partnership ensures members have access to competitive, compliant financing structures tailored to their budget cycles and operational needs. For additional details, a sample lease agreement is included in the “Member Walk Through” attachment the document titled “NCL Sample Lease.”	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	National Auto Fleet Group utilizes a set of standardized transaction documents designed to ensure transparency, accuracy, and ease of use for Sourcewell members. These documents may include: - Order forms specific to vehicle configuration and upfit details - Courtesy Confirmations to validate order specifications before final placement - Terms and Conditions outlining payment, delivery, and warranty provisions - Service contract agreements when applicable, particularly for upfitting or specialty builds - Title and registration documentation tailored to the member’s local requirements All relevant template documents have been uploaded in the Standard Transaction Document attachment. These documents reflect our commitment to clear communication and consistent standards, while also allowing room for customization based on the specific needs of each participating entity	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, National Auto Fleet Group accepts P-card payments from Sourcewell membes. We accept P-card transactions up to $2,500 per vehicle with no additional fee. For transactions exceeding $2,500, a credit card processing fee will apply, which will be transparently itemized and passed on to the member. This policy allows us to support convenient procurement while maintaining cost transparency and flexibility for all participating entities.	*
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group utilizes a line-item discount model based on Manufacturer Suggested Retail Pricing (MSRP). We are offering Sourcewell participating entities competitive discounts across 17 OEM brands, as detailed in the Price File. In addition to vehicle pricing, NAFG provides the option to customize vehicles with upfits based on the member’s needs. All upfit-related pricing is also included and clearly itemized in the Price Summary Page within the Price File. Each line includes the standard MSRP, the Sourcewell discounted price, and all applicable OEM available options. Where available, SKUs and product identifiers are listed to support clarity and consistency.	*

64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	National Auto Fleet Group's pricing proposal includes line-item discounts off MSRP across 17 OEM brands. Including all factory options. The percentage discounts vary by manufacturer and vehicle model, and are fully detailed in the uploaded "Price File" ZIP under each respective tab. Below is a summary of the estimated discount ranges offered by brand: Ford Motor Company from -0.42% to 3.63% Chevrolet from 0.24% to 10.02% Ram Stellantis Company from 3.44% to 9.99% Dodge Stellantis Company from 4.05% to 6.93% Jeep Stellantis Company from -.073% to 6.82% Chrysler Stellantis Company from .49% to 1.81% Buick from 0.91% to 0.97% Honda from -1.48 to 3.4% Toyota from 0.07% to 5.22% Nissan from 0.73% to 17% Kia from -1.25% to 2.48% GMC from 1.28% to 5.19% Volkswagen from 1.74% to 3.08% Lincoln from .077% to 3.12% BMW from 0.32% to 2.9% Cadillac from 2.11% to 2.2% Mullen/Bollinger at 2% While a few models reflect slight negative variances due to MSRP or market fluctuations, the majority of offerings show meaningful cost savings. Full details, including price summary, models and discount breakdowns are included in the "Price File" for Sourcewell's review. Upfits can be added at dealer invoice up to 20% detailed in the price file	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	National Auto Fleet Group encourages members considering large-volume purchases (typically 50 units or more) to reach out directly for customized pricing and additional volume-based discounts. While standard discounts are reflected in our price file, we recognize that high-volume opportunities often warrant special consideration. In such cases, we work closely with both OEMs and upfit partners to secure the most competitive pricing available, ensuring maximum value for Sourcewell members. Depending on the uniqueness of the large order and model, some extra costs not associated with a single purchase may be added, these are provided in the Price File. Each high-volume order is evaluated individually to provide tailored, transparent, and advantageous pricing.	*
66	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Open market" items or "sourced goods" that fall outside of standard configurations will be facilitated and treated as upfit components within the quoting process. National Auto Fleet Group will obtain quotes for these items on a case-by-case basis and include them as part of the final vehicle quote. In most cases, such items will be provided at cost, though a markup of up to 20% may apply depending on the complexity of the item or service and any associated handling or integration requirements. This approach ensures transparency while maintaining flexibility for Sourcewell members who require specialized, nonstandard solutions.	*

67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All standard costs associated with the total acquisition for a standard vehicle purchase including factory options, upfits, and administrative fees which have been accounted are within the Price Summary Page and Price table included in the submitted price file. If a Sourcewell member requests a specialized or nonstandard solution that involves additional services such as installation, training, or setup, those costs will be clearly quoted as part of the upfit and incorporated into the final vehicle quote. These services may be fulfilled either by OEM-authorized providers or trusted third-party upfitters in our partner network, depending on the nature of the request.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All manufacturers include a standard Factory Destination Charge as part of the vehicle's MSRP. In addition to this, members may incur separate freight or delivery costs if a vehicle requires additional transport. For example, to or from an upfitter or final delivery location. These secondary freight charges vary depending on distance, delivery type, and location, and will be clearly itemized in the member's quote for full visibility and approval before purchase. National Auto Fleet Group ensures that all such charges are communicated upfront and incorporated seamlessly into the overall pricing.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping to Alaska, Hawaii, Canada, and U.S. Territories may involve additional logistical expenses, including but not limited to ferry charges, port handling fees, and extended driver delivery costs. These region-specific costs are carefully calculated based on the delivery route and vehicle type. All such charges will be disclosed on the member's quote for review and approval prior to finalizing the purchase. National Auto Fleet Group is experienced in managing deliveries to these regions and ensures all logistics are handled efficiently, transparently, and in compliance with regional requirements.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	National Auto Fleet Group operates within a highly developed, nationwide franchise dealer distribution network, supported by relationships with 17 major OEMs. This network enables us to deliver vehicles quickly and efficiently to members and their end users across the country. In addition, for vehicles requiring upfits or multi-stage delivery, NAFG coordinates logistics directly with upfitters and transport providers, ensuring a turnkey experience from quote to delivery. Our digital order tracking system also allows members to monitor each step in the delivery process, enhancing communication and transparency throughout.	*
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	National Auto Fleet Group employs a robust self-audit process to ensure full compliance with our Sourcewell agreement, including verification that participating entities receive accurate, contract-based pricing. Sourcewell members can generate quotes directly through our user-friendly online platform, which is updated daily to reflect the most current manufacturer MSRP data. This ensures that pricing remains accurate and aligned with the most recent OEM updates. Our system is designed to deliver 99.99% pricing accuracy, and every quote reflects both the Sourcewell contract discount and any applicable administrative fees. In addition to this front-end visibility, our internal processes include regular pricing audits, cross-checks, and validation against contract terms. We also maintain a streamlined reporting system that allows us to deliver accurate quarterly sales and administrative reports to Sourcewell within a 15-30 day turnaround window, helping ensure transparency and ongoing contract compliance.	*

72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	One of the key internal metrics National Auto Fleet Group uses to track and measure success under the Sourcewell contract is maintained through our online platform, which logs all member-generated quotes in real time. We carefully monitor how many quotes are created, which are converted into purchase orders, and how frequently members engage with the system. This gives us immediate insight into usage trends, quote-to-order conversion rates, and which vehicle types or configurations are seeing the most interest. Each month, we evaluate these indicators and closely monitor sales volume, frequency, and geographic distribution. We also track whether orders come from new or returning members, allowing us to measure how well we're growing the Sourcewell member base and maintaining long-term relationships. In addition to these core metrics, we review: 1. Average order size and upfit complexity 2. Delivery timelines and fulfillment rates 3. Quote accuracy and pricing consistency 4. Regional sales performance and market penetration This data informs both our strategic decision-making and our day-to-day service operations. Ultimately, we use these metrics to ensure we're not only meeting contractual obligations, but exceeding expectations by delivering consistent value, responsive service, and a positive experience for every Sourcewell member.	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	National Auto Fleet Group proposes the following Administrative Fee structure payable to Sourcewell for all completed transactions under this Master Agreement: $300 per vehicle purchased directly through NAFG $200 per vehicle purchased through our approved partner dealer, Alan Jay Automotive At this time, no other partner dealer groups are included in the scope of this agreement for administrative fee purposes. This fee will be submitted on all completed transactions during each applicable reporting period, in accordance with the terms outlined in the Master Agreement.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Members receive the best overall value, service and customer care from NAFG.	*

Table 7A: Depth and Breadth of Offered Equipment Products and Services (200 Points, applies to Table 7A, 7B, and 7C or 7D)

Sourcewell is seeking proposals for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories. Awards under this solicitation for Automobiles, SUVs, Vans, and Light Trucks will be in two (2) categories.

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a proposer offers vehicle solutions with Internal Combustions Engines (ICE) as well as vehicles with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 ONLY.

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems ONLY.

Line Item	Category Selection *	
75	Category 1: ALL engines, fuel, and propulsion type Automobiles, SUVs, Vans, and Light Trucks	*

Table 7B: Depth and Breadth of Offered Solutions

Line Item	Question	Response *	
76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	National Auto Fleet Group is offering a comprehensive lineup of vehicles and turnkey fleet solutions under this proposal. We represent 17 OEM manufacturers, collectively offering over 100 makes and models across Class 1–3 vehicles, as well as select Cab & Chassis configurations. These include sedans, SUVs, pickup trucks, vans, hybrid models, and electric vehicles. Our inventory spans gas, diesel, hybrid, and all-electric platforms to meet the evolving operational and sustainability goals of Sourcewell members. All vehicle solutions offered through NAFG can be customized with upfits to meet industry-specific needs. They range from basic toolboxes and ladder racks to line mechanic bodies, service beds, utility bodies, and more. Upfits can be completed by either a trusted partner from our established upfitter network or by a supplier chosen by the member. In either case, NAFG coordinates directly to provide complete, turnkey quotes with all elements clearly specified. At this time, used vehicles are not offered as part of this proposal, as we are focused on delivering new, warrantied, and fully specifiable vehicles that align with Sourcewell members' procurement and compliance standards.	*
77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Subcategory titles that best describe the solutions offered by National Auto Fleet Group include: Passenger Vehicles (Sedans, SUVs, Crossovers) Light-Duty Trucks (Class 1–3) Cab & Chassis Cargo and Passenger Vans Hybrid and Electric Vehicles Utility Vehicles and Work Trucks Upfitted Vehicles – Service Bodies, Mechanic Trucks, Utility Beds Fleet Leasing Options (via NCL) Custom Upfit Coordination (Turnkey Quotes) Online Quote Building and Member Support Tools These subcategories reflect the breadth of our offering and our ability to provide end-to-end solutions, from vehicle sourcing to upfit customization and delivery.	*

Table 7C: Depth and Breadth - Category 1 - All Engine Types

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

☐ We will not be submitting for Table 7C: Depth and Breadth - Category 1 - All Engine Types

Line Item	Category or Type	Offered *	Comments
78	Automobiles	◉ Yes ○ No	Models offered are from 17 OEM's outlined in the specifications attachment.
79	Sport Utility Vehicles	◉ Yes ○ No	Models offered are from 17 OEM's outlined in the specifications attachment.
80	Vans	◉ Yes ○ No	Models offered are from 17 OEM's outlined in the specifications attachment.
81	Light Trucks (half ton, three quarter ton, and one ton)	◉ Yes ○ No	Models offered are from 17 OEM's outlined in the specifications attachment.
82	Vehicles of the types and classifications in 78-81 above with upfitting designed for Public Safety Applications	◉ Yes ○ No	Models offered are from 17 OEM's outlined in the specifications attachment.
83	Vehicles of the types and classifications in 78-81 above with upfitting designed for ADA and Paratransit Applications	◉ Yes ○ No	Models offered are from 17 OEM's outlined in the specifications attachment.
84	Vehicles of the types and classifications in 78-81 above with upfitting designed for Service Body and Utility Bed for Light Truck	◉ Yes ○ No	Models offered are from 17 OEM's outlined in the specifications attachment.
85	Conventional Internal Combustion models	◉ Yes ○ No	Models offered are from 17 OEM's outlined in the specifications attachment.
86	Natural gas, propane autogas, hybrid, or alternative fuel models	◉ Yes ○ No	Models offered are from 17 OEM's outlined in the specifications attachment.
87	Electric powered models	◉ Yes ○ No	Models offered are from 17 OEM's outlined in the specifications attachment.

Table 7D: Depth and Breadth - Category 2 - Electric Propulsion Systems Only

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

☑ We will not be submitting for Table 7D: Depth and Breadth - Category 2 - Electric Propulsion Systems Only

Line Item	Category or Type	Offered *	Comments
88	Automobiles	○ Yes ○ No	
89	Sport Utility Vehicles	○ Yes ○ No	
90	Vans	○ Yes ○ No	
91	Light Trucks (half ton, three quarter ton, and one ton)	○ Yes ○ No	
92	Vehicles of the types and classifications in 88-91 above with upfitting designed for Public Safety Applications	○ Yes ○ No	
93	Vehicles of the types and classifications in 88-91 above with upfitting designed for ADA and Paratransit Applications	○ Yes ○ No	
94	Vehicles of the types and classifications in 88-91 above with upfitting designed for Service Body and Utility Bed for Light Truck	○ Yes ○ No	

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 95. **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Price File for NAFG 081325.zip - Sunday August 10, 2025 00:37:53
- Financial Strength and Stability - Financial Strength and Stability for NAFG 081325.zip - Sunday August 10, 2025 00:38:28
- Marketing Plan/Samples - Marketing Plan for NAFG 081325.zip - Sunday August 10, 2025 00:38:58
- WMBE/MBE/SBE or Related Certificates - MBE and Realted Certificates for NAFG 081325.zip - Sunday August 10, 2025 00:39:21
- Standard Transaction Document Samples - Standard Transaction for NAFG 081325.zip - Sunday August 10, 2025 00:39:37
- Requested Exceptions (optional)
- Upload Additional Document - ALL 17 Manufacture Models and Warranty for NAFG 081325.zip - Sunday August 10, 2025 00:40:37

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC, DBA: National Auto Fleet Group

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Tue August 5 2025 09:12 AM	☑	1
Addendum_5_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Mon August 4 2025 08:59 AM	☑	2
Addendum_4_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Wed July 30 2025 08:06 AM	☑	2
Addendum_3_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Mon July 28 2025 07:50 AM	☑	1
Addendum_2_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Fri July 25 2025 08:11 AM	☑	2
Addendum_1_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Wed July 23 2025 04:15 PM	☑	2

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: **ADOPT SAFE, CLEAN WATER PROGRAM REPORTING POLICY AND PROCEDURES AS A CONDITION TO RECEIVE MEASURE W FUNDING**

DATE: June 24, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt the Safe, Clean Water Program reporting policy and procedures as a condition to receive Measure W funding; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

This policy (Attachment A) is being established in response to the audit findings identified in the County's April 2, 2026, notice regarding late reporting submissions and reporting discrepancies associated with Fiscal Years 2021-22 and 2022-23 (Attachment B). As part of the corrective actions identified through the audit process, the City is required to implement formal Policies and Procedures to ensure timely and accurate reporting in order to maintain compliance and continued eligibility for Measure W funding.

Measure W is a countywide measure approved by a majority of voters in the November 2018 election. Measure W is funded by a parcel tax of 2.5 cents per square foot of impermeable areas (like concrete driveways and sidewalks) within the County. The funds from the parcel tax are used to support an integrated and holistic approach to stormwater management. The City has received an average of $891,000 annually over the last four fiscal years in Measure W funding. The revenue is used for a variety of stormwater management projects.

There is no fiscal impact associated with the adoption of the Safe, Clean Water Program Measure W Reporting Policies and Procedures (Attachment A). Adoption of the policy will meet the corrective action plan requirements from Los Angeles County (Attachment

B) and will ensure the City continues receiving this revenue.

BACKGROUND/DISCUSSION:

On August 28, 2024, the City Council authorized the City Manager to execute the Los Angeles County Safe, Clean Water Program (Measure W) Transfer Agreement with the County of Los Angeles. The Municipal Program is intended to provide local jurisdictions with funding to address stormwater management, urban runoff reduction, water quality improvements, and related environmental initiatives that benefit the community.

As part of the Transfer Agreement requirements and continued eligibility to receive Measure W funding, the City is required to submit an Annual Plan by April 1st and an Annual Report by December 31st. Following recent audit findings associated with reporting timelines and reporting accuracy for Fiscal Years 2021-22 and 2022-23, the County identified the implementation of formal Policies and Procedures as a corrective action measure to strengthen internal controls and ensure timely and accurate reporting compliance moving forward.

The Measure W program is audited by the City's external auditors (The Pun Group, "TPG"). Public Works has collaborated with the Finance Department and TPG to develop the attached reporting policy (Number XI-B-2) (Attachment A). TPG has reviewed the policy and has indicated that it should address the audit findings and satisfy the corrective action plan requirements of Los Angeles County. The policy outlines the Department/Staff responsible for various tasks, as well as internal deadlines that will help ensure the required Measure W plans and reports are completed and filed timely.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend City Council adopt the Safe, Clean Water Program Reporting Policy (Number XI-B-2) (Attachment A) to maintain compliance with Measure W Program requirements and ensure the City’s continued eligibility to receive Measure W funding.

ATTACHMENT(S)

1. Attachment A - SCWP - Policy & Procedures
2. Attachment B - SCWP Municipal Audit Status Letter_Montebello_20260402

CITY OF MONTEBELLO **NUMBER: XI-B-2**
DATE: 6/24/2026

ADMINISTRATIVE POLICY **AUTHORITY: C/ADMIN**

SUBJECT: SAFE, CLEAN WATER PROGRAM (SCWP) REPORTING

Annual Reporting Policies and Procedures

This policy establishes the procedures, responsibilities, and internal controls necessary to ensure the timely, accurate, and fully compliant preparation and submission of all Safe, Clean Water Program (SCWP) Annual Plans, Annual Progress/Expenditure Reports, and audit-related documentation required by the Los Angeles County Flood Control District (County). These procedures directly address deficiencies noted in the County's April 2, 2026 audit findings regarding late submissions and reporting inaccuracies.

1. **Objectives:**

   - Ensure full compliance with SCWP Municipal Program reporting requirements
   - Establish internal controls that support timely, accurate report preparation
   - Improve accuracy and verification of expenditure reporting
   - Maintain eligibility for future SCWP disbursements
   - Ensure continuity during staff transitions

2. **Reporting Requirements**

   The City shall meet all reporting deadlines established by the SCWP Municipal Program, including:

   - Annual Plans due **April 1** of each year
   - Annual Progress/Expenditure Reports due **December 31** following the close of the fiscal year

   Failure to comply may result in withholding of SCWP disbursements.

3. **Roles and Responsibilities**

   Public Works Department

   Provide program oversight for all SCWP-funded projects

- Prepare and compile Annual Plans and Annual Progress/Expenditure Reports Coordinate with consultants, Finance, and project managers to collect required documentation
- Maintain complete project files, including invoices, agreements, expenditure summaries, and photo documentation
- Track SCWP revenues and expenditures in designated Measure W accounts
- Verify all expenditure totals prior to submission
- Assist with financial reconciliation and budget tracking

Consultants (as applicable)

- Provide updated project summaries, expenditure documentation, schedules, and deliverables in a timely manner
- Support report preparation and audit response as requested

4. **Internal Reporting Timeline**

To ensure timely SCWP compliance, the following internal schedule shall be followed:

Task	Responsible Party	Internal Deadline
Collect project updates and invoices	Public Works/Consultants	January 31st
Draft Annual Plan	Public Works	February 15th
Final review and approval	Public Works Director/ City Council	First City Council Meeting in March
Submit Annual Plan	Public Works	Before April 1st
Draft Annual Progress Report	Public Works	October 31st
Final expenditure verification	Public Works working in conjunction with Finance Department	November 15th
Submit Annual Progress Report	Public Works	Before December 31st

5. **Accuracy Verification Procedures**

Before submitting any SCWP report, the following controls must be completed:

- Reconcile expenditure totals with Finance Department records
- Review supporting invoices, contracts, and payment records for completeness and accuracy
- Conduct supervisory review by the Public Works Administrative Manager and Senior Management Analyst (or designee)

- Verify all reported expenditures meet SCWP Municipal Program eligibility criteria
- Confirm that documentation is sufficient to support future audit review

6. **Record Retention**

The City shall retain all SCWP-related documents—including invoices, contracts, correspondence, project files, and all reports—for at least **seven (7) years**, or longer if required by SCWP guidelines or audit recommendations.

7. **Staffing Continuity**

To ensure uninterrupted reporting during staff transitions:

- Maintain SCWP reporting procedures, templates, and schedules on the City's shared network
- Provide shared access to reporting documents and expenditure records for multiple staff members
- Set annual calendar reminders for all reporting deadlines
- Update internal guidance annually to reflect changes in SCWP requirements or audit findings

8. **Compliance Monitoring**

The Public Works Department shall review this policy annually and update it as needed to reflect:

- Changes in SCWP Municipal Program requirements
- Audit findings or corrective action recommendations
- Updates to internal City procedures

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

MARK PESTRELLA, Director

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
http://dpw.lacounty.gov

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE: SWQ-4

April 2, 2026

Via Electronic Mail Only

Mr. Cesar Roldan
Director of Public Works
City of Montebello
1600 West Beverly Boulevard
Montebello, CA, 90640
CRoldan@montebelloca.gov

Dear Mr. Roldan:

SAFE, CLEAN WATER PROGRAM - MUNICIPAL PROGRAM
AUDIT REQUIREMENT STATUS AND CORRECTIVE ACTIONS

Per Exhibit B-6.2 of the Municipal Program Transfer Agreement, each municipality is responsible for obtaining an independent audit to determine compliance with the terms and conditions of the agreement and all requirements applicable to the municipality contained in Chapters 16 and 18 of the Los Angeles County Flood Control District Code.

Per Chapter 18.14 of the District Code, if the District determines that a municipality has violated any provision of Chapter 18 or an applicable Transfer Agreement, the District is authorized to issue a written notice to the municipality describing the violation, the remedial actions the municipality must take to correct the violation, and the date by which the violation must be corrected. Additionally, if the violation is not corrected by the date specified, the District is authorized to withhold future disbursements of Municipal Program funds to the municipality until the violation is corrected.

Based on the enclosed audit report submitted for your municipality for the period of July 1, 2020, to June 30, 2023, which identified instances of non-compliance, material weaknesses, and/or significant deficiencies, and in an effort to maintain your municipality's compliance with the Municipal Program, the District is issuing this notice to outline the findings, corrective actions, and implementation deadline as follows.

<table>
<tr><th></th><th>Audit Findings</th><th>Corrective Actions</th></tr>
<tr><td>1</td><td>"[T]he following late reporting."

<table><tr><th>Report</th><th>Period End</th><th>Deadline</th><th>Submitted</th></tr><tr><td><u>Municipal</u></td><td></td><td></td><td></td></tr><tr><td>Annual Plan</td><td>06/30/2022</td><td>04/01/2021</td><td>03/08/2022</td></tr><tr><td>Annual Plan</td><td>06/30/2023</td><td>04/01/2022</td><td>07/03/2023</td></tr><tr><td>Annual Report</td><td>06/30/2022</td><td>12/31/2022</td><td>07/03/2023</td></tr></table>
"City reported $0 expenditures in the Annual Progress/Expenditure Report [for] the year ended June 30, 2023 while the expenditures incurred was in the amount of $817,172."</td><td>"[D]evelop policies and procedures to ensure timely submission of the annual spending plans and the reports and the accuracy of the reports."</td></tr>
</table>

Please complete the following steps to maintain compliance with the Municipal Program:

1. Implement the corrective actions listed in the table above.
2. Have an independent auditor verify that the actions were implemented and have them provide a confirmation letter.
3. Submit the auditor's confirmation letter by **Monday, August 3, 2026.**

If your municipality wishes to dispute this notice, please submit a written appeal by **Thursday, April 30, 2026.**

Submissions may be e-mailed to SCWPMunicipal@pw.lacounty.gov.

If you have any questions, please contact the Municipal Program Team at SCWPMunicipal@pw.lacounty.gov.

Very truly yours,

MARK PESTRELLA, PE
Director of Public Works

HANNAH DEWEY, PE
Assistant Deputy Director
Stormwater Quality Division

TN:nd
Q-Drive\Sec\2026 Docs\Letters\SCWP Municipal Audit\Montebello

Enc.

cc: City of Montebello (Samantha Leyva, SLeyva@montebelloca.gov; Vanessa Ramos, VARamos@montebelloca.gov)

Measure W Special Revenue Fund of the City of Montebello

Montebello, California

Independent Auditors' Reports and Statements of Revenues, Expenditures, and Changes in Fund Balance

For the Years Ended June 30, 2023, 2022 and 2021

THE PUN GROUP
ACCOUNTANTS & ADVISORS

Measure W Special Revenue Fund
of the City of Montebello
For the Years Ended June 30, 2023, 2022 and 2021

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THE PUN GROUP
ACCOUNTANTS & ADVISORS

200 E. Sandpointe Avenue, Suite 600
Santa Ana, California 92707

www.pungroup.cpa

INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor and the Members of City Council
of the City of Montebello
Montebello, California

Report on the Audit of the Financial Statements

Opinion

We have audited the Statements of the Revenues, Expenditures, and Changes in Fund Balances of the Measure W Special Revenue Fund (the "Fund") of the City of Montebello, California (the "City") for the years ended June 30, 2023, 2022 and 2021, and the related notes to the financial statements (the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the changes in the Fund's financial position for the years ended June 30, 2023, 2022, and 2021, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America ("GAAS") and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*"Government Auditing Standards"*). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the Fund and do not purport to, and do not, present fairly the financial position of the City as of June 30, 2023, 2022 and 2021, the changes in its financial position, or, where applicable, its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that is free from material misstatement, whether due to fraud or error.

Auditors' Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated April 30, 2024, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scop of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

The Pun Group, LLP

Santa Ana, California
April 30, 2024

THE PUN GROUP
ACCOUNTANTS & ADVISORS

200 E. Sandpointe Avenue, Suite 600
Santa Ana, California 92707

www.pungroup.cpa

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Independent Auditors' Report

To the Honorable Mayor and the Members of the City Council
of the City of Montebello
Montebello, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*"Government Auditing Standards"*), the Statements of Revenues, Expenditures, and Changes in Fund Balances of the Measure W Special Revenue Fund (the "Fund") of the City of Montebello, California (the "City") for the years ended June 30, 2023, 2022 and 2021, and the related notes (the "financial statements"), and have issued our report thereon dated April 30, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over the Measure W Special Revenue Fund's financial reporting ("internal control") as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statement, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatement on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We identified certain deficiencies in internal control, described in the accompanying Schedule of Findings and Responses as item 2023-001 that we consider to be significant deficiencies.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Fund's financial statements is free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards* and which are described in the accompanying Schedule of Finding and Response as item 2023-001.

The City's Response to the Findings

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the findings identified in our audit and described in the accompanying Schedule of Finding and Response. The City's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

The Pun Group, LLP

Santa Ana, California
April 30, 2024

FINANCIAL STATEMENTS

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Measure W Special Revenue Fund
of the City of Montebello
Statements of Revenues, Expenditures, and Changes in Fund Balances
For the Years Ended June 30, 2023, 2022 and 2021

	2023	2022	2021
Revenues:			
Municipal program	$ 832,507	$ 869,375	$ 914,580
Investment income	2,335	-	-
Total revenues	834,842	869,375	914,580
Expenditures:			
Municipal program	817,172	869,375	700,000
Total expenditures	817,172	869,375	700,000
Net changes in fund balances	17,670	-	214,580
Fund Balances:			
Beginning of year	214,580	214,580	-
End of year	$ 232,250	$ 214,580	$ 214,580

See accompanying Notes to the Statement of Revenues, Expenditures, and Changes in Fund Balances.

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Measure W Special Revenue Fund
of the City of Montebello
Notes to the Statement of Revenues, Expenditures, and Change in Fund Balance
For the Years Ended June 30, 2023, 2022 and 2021

Note 1 – Summary of Significant Accounting Policies

Reporting Entity

Measure W Special Revenue Fund (the "Fund") of the City of Montebello, California (the "City") is used to account for the special parcel tax of 2.5 cents per square foot of impermeable surface area on private property in the Los Angeles County Flood Control District (the "District") that Los Angeles County (the "County") voters approved in November 2018 to pay for projects, infrastructure, and program to capture, treat, and recycle rainwater.

The Fund's financial statements and related accounting policies conform with generally accepted accounting principles applicable to governments in the United States of America. The Governmental Accounting Standards Board ("GASB") is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

The financial statements present only the Fund and do not purport to, and do not present, the City's financial position and changes in financial position. The City's basic financial statements are available from the Finance Department at City's address and website.

Basis of Accounting

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. The Fund is a governmental fund type. Governmental funds are accounted for using a "*current financial resources*" measurement focus. The application of this measurement focus provides that the operating statements of these funds present revenues, expenditures, and change in fund balances.

The modified accrual basis of accounting is used for the Fund. Under the modified accrual basis of accounting, revenues are recognized when they become susceptible to accrual (i.e., both measurable and available). Measurable means that the amount of the transaction can be determined. Available means the funds are collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures of governmental funds are generally recognized when the related fund liability is incurred.

Note 2 – Measure W Safe Clean Water's Municipal Program

Under the Measure W Safe Clean Water's Municipal Program (the "Municipal Program"), 40% of the tax revenue is allocated to cities as local return with maximum flexibility. The Municipal Program is designed to maximize the ability of local governments to address local Stormwater and Urban Runoff challenges and opportunities. The City used the East LA Sustainable Median Stormwater Capture Project, Citywide Catch Basin Connector Pipe Screen Installation Project, National Pollutant Discharge Elimination System Permit Services, LA County Flood Control District for the Installation and Maintenance of Catch Basin Trash Inserts, and overhead to administer the program. The City incurred expenditures in the amounts of $700,000, $869,375 and $817,172 during the years ended June 30, 2023, 2022 and 2021, respectively.

In addition, the Municipal Program allows municipality to use Municipal Program funds to pay for cost and expenses incurred on or after November 6, 2018, related to the continuation of programs implemented or the maintenance of projects implemented prior to November 6, 2018. The City reported no expenditures as of July 1, 2020 meeting this requirement.

Measure W Special Revenue Fund
of the City of Montebello
Schedule of Finding and Response
For the Years Ended June 30, 2023, 2022 and 2021

Finding 2023-001 Measure W Reporting

Criteria:

Los Angeles County Code of Ordinance §18.06B requires each municipality prepare, prior to the start of the municipality's fiscal year, a plan for how SCW Program funds will be used in the ensuing fiscal year. In accordance with Safe, Clean Water Program - Municipal Program Transfer Agreement, Section IV A, the Municipality shall annually prepare and submit to the District, an Annual Plan. The Annual Plan for the 2020-21 Fiscal Year shall be submitted to the District no later than 45-days after the execution of this Agreement by the last party to sign. An Annual Plan for each subsequent Fiscal Year shall be submitted not later than 90-days prior to the start of the Fiscal Year for which the Plan is prepared.

Los Angeles County Code of Ordinance §18.06D requires each municipality prepare and submit an annual report to the Los Angeles County Flood Control District (the "District"), no later than six months after the end of the municipality's fiscal year.

In accordance with Safe, Clean Water Program - Municipal Program Transfer Agreement, Exhibit B – General Terms and Conditions, Section B-30, the Los Angeles County Flood Control District may withhold all or any portion of the SCW program payment for any fiscal year in the event that the Municipality has violate any provision of the Transfer Agreement or fail to submit annual reports on meeting SCW Program goals.

Condition:

During our audit for the years ended June 30, 2023 and 2022, we noted the following late reporting.

Required Report	Freqquency	Period End	Deadline	Date Submitted
Municipal Program				
Subsequent Annual Spending Plan	Annual	June 30, 2022	April 1, 2021	March 8, 2022
Subsequent Annual Spending Plan	Annual	June 30, 2023	April 1, 2022	July 3, 2023
Annual Progress/Expenditure Report	Annual	June 30, 2022	December 31, 2022	July 3, 2023

We also noted the City reported $0 expenditures in the Annual Progress/Expenditure Report the year ended June 30, 2023 while the expenditures incurred was in the amount of $817,172.

Cause:

There are inadequate monitoring controls to ensure the reports are filed timely and correctly. Furthermore, the City has experienced staff turnover during the fiscal year 2022 causing the delay of the submission of the 2022 and 2023 subsequent annual spending plan and 2022 annual progress/expenditure report.

Effect or Potential Effect:

Without timely and correctly submitting the required annual reports, the City is not in compliance with the SCW Program requirements and the LA County could withhold funding from the City.

Recommendation:

We recommend the City develop policies and procedures to ensure timely submission of the annual spending plans and the reports and the accuracy of the reports.

Finding 2023-001 Measure W Reporting (Continued)

View of Responsible Officials:

Management agrees with the recommendation that internal policies and procedures should be developed to ensure timely and accurate reporting related to Measure W. The City has hired a permanent Public Works Director, and the Sr. Management Analyst in Public Works has assumed responsibility for ensuring timely submittal of the spending plans. In addition, communication between Public Works and Finance related to Measure W reporting has improved. Management anticipates future timely and accurate report submission with the improvements in place.

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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: **APPROVE AGREEMENT NOS. 4530, 4531 AND 4532 WITH AVANT GARDE CORPORATION, DCCM INFRASTRUCTURE INC., AND CUMMING CONSTRUCTION MANAGEMENT, INC. FOR LABOR COMPLIANCE AND PROGRAM ADMINISTRATION SUPPORT SERVICES**

DATE: June 24, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Authorize the City Manager to execute Professional Service Agreement No. 4530 (Attachment A) with Avant Garde Corp. for labor compliance and program administration support services for the not-to-exceed annual amount of one hundred and fifty thousand ($150,000); and
2. Authorize the City Manager to execute Professional Service Agreement No. 4531 (Attachment B) with DCCM Infrastructure, Inc. for labor compliance and program administration support services for the not-to-exceed annual amount of one hundred thousand ($100,000); and
3. Authorize the City Manager to execute Professional Service Agreement No. 4532 (Attachment C) with Cumming Construction Management Inc. for labor compliance and program administration support services for the not-to-exceed annual amount of seventy-five thousand ($75,000); and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

City Council authorized staff to solicit proposals for on-call Labor Compliance and Program Administration Support services (Request for Qualifications No. 26-03) in compliance with Federal, State and County regulations at the regularly scheduled April

8, 2026, City Council meeting. The services performed by the three (3) firms listed in the recommended actions will be paid for from a combination of project specific funds, typically funded through approved Capital Improvement Program (CIP) budgets. Staff will minimize and mitigate the use of General Fund appropriations and other special interest funds reserved and designated for other operational purposes.

The Fiscal Year 2026-27 proposed budget includes funding in the CIP for various projects and for various services required to complete each infrastructure project. Therefore, the recommended actions do not require a budget amendment.

Execution of a professional services agreement (PSA) is not an indication that the firms will receive compensation. It is the intent of the staff to spread the work amongst the firms and award specific projects to firms that are most suited to completing the specific type of project, while providing the City with the most flexible options to move forward with a project.

The PSAs (Attachments A, B and C) are for a period of three years (ending on June 30, 2029) and will include two optional one-year terms. The PSAs allow the City flexibility by augmenting or reducing contract staff as required without interrupting services to residents, businesses, or developers while continuing to meet service goals.

BACKGROUND/DISCUSSION:

The City manages numerous capital projects (CPs), maintenance programs, and grant-funded initiatives that require strict compliance with state and federal regulations. Recent project delivery trends and funding sources (including SB 1, Metro Local Return funding, federal infrastructure grants, and local bond programs) have significantly increased administrative and reporting obligations. Labor compliance and program administration requirements—such as prevailing wage monitoring, certified payroll verification, grant reporting, project tracking, and audit preparation—are increasingly specialized functions.

State and federal laws require the City to ensure contractors and subcontractors comply with labor standards, including:

- Prevailing wage requirements (California Labor Code and Department of Industrial Regulations)
- Certified payroll submission and verification
- Apprenticeship compliance
- Contractor and subcontractor license verification
- Field interviews and labor compliance audits
- Enforcement of non-compliance and documentation for potential penalties

On-call labor compliance firms provide specialized expertise, tools, and resources that enable ongoing compliance across multiple concurrent projects without increasing permanent staffing levels.

On April 8, 2026, the City Council authorized staff to advertise a Request for Qualifications (RFQual No. 26-03). On-call professional services agreements for specific disciplines will maximize expertise and experience and allow staff to mobilize the firms based on pre-negotiated, competitive procurement terms and conditions. This philosophy allows the congruence of City staff and consultants to find solutions in an effective and efficient manner.

The Public Works Department utilizes municipal engineering contracts to provide public works and engineering support on an as-needed basis. The City needs technical expertise in several disciplines to advance the objectives and policies of the City Council.
.
RFQual No. 26-03 was published on April 9, 2026, in a newspaper of general circulation. Professional firms accessed the documents via PlanetBids. Proposals were electronically submitted via PlanetBids on May 6, 2026. The following table includes the eleven professional companies that submitted their respective qualifications proposals:

	Labor Compliance and Program Administration Support Services
1	Advanced Avant Garde Corporation
2	Construction Service Workers LLC
3	Cumming Construction Management Inc.
4	DCCM Infrastructure, Inc.
5	GCAP Services, Inc.
6	Labor Compliance Pros, LLC
7	MVN & Associates, LLC
8	Own Ur Time LLC.
9	Renew Urban
10	TSG Enterprises, Inc.
11	Witt O'Brien's

City staff reviewed the companies' qualifications based on their expertise and experience of the firm, its key personnel and the ability and competence of the firm to perform the work; familiarity with required Federal, State, and local standards and procedures; and capacity and quality of staff to provide resources necessary to develop and manage multiple work assignments. Based on the analysis, staff's recommendation is to award professional services agreements (Attachments A, B and C) to Avant Garde Corporation, DCCM Infrastructure Inc., and Cumming Construction Management, Inc. The remaining proposals are available in the City Clerk's Office for review.

Approval of an on-call professional services agreement for labor compliance and program administration support services involves no physical construction and does not authorize any activity that could result in a direct or reasonably foreseeable physical change in the environment. Therefore, the action is not a project under CEQA (PRC § 21065; CEQA Guidelines § 15378(b)(2), (5)).

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend City Council authorize the City Manager to execute professional services agreements (Attachments A, B and C) with three qualified firms—Avant Garde Corp. ($150,000 annually), DCCM Infrastructure, Inc. ($100,000 annually), and Cumming Construction Management, Inc. ($75,000 annually)—to provide labor compliance and program administration support services in accordance with Federal, State, and County regulations, with funding from a combination of local and special revenue sources.

ATTACHMENT(S)

1. Attachment A - Agreement No. 4530 - Avant Garde Services Corp.
2. Attachment B - Agreement No. 4531 - DCCM Infrastructure, Inc.
3. Attachment C - Agreement No. 4532 - Cumming Construction Management Inc.

CITY OF MONTEBELLO
ON-CALL BENCHLIST
PROFESSIONAL SERVICES AGREEMENT NO. 4530
WITH AVANT GARDE SERVICES CORP (RFP No. 26-03)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **June 24, 2026** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and AVANT GARDE SERVICES CORP, a California corporation (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional to provide professional labor compliance and program administration support services to the CITY; and

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

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

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

WHEREAS, the CONSULTANT responded to CITY's Request for Proposal due on May 6, 2026 ("RFP No. 26-03") as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference.

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

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

Appendices A and E as **Exhibit "C"**

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

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

SECTION 2. SERVICES / COMPENSATION.

A. The CONSULTANT shall provide to the CITY those services that are set forth fully in RFP No. 26-03 and Consultant's Proposal, attached hereto as **Exhibit "A and B"** and incorporated fully herein by this reference on an on-call, request only, basis (hereinafter "Professional Services").

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

C. CONSULTANT shall be compensated in an annual amount not-to-exceed **One Hundred Fifty Thousand Dollars ($150,000)** (the "Compensation") for the performance of the Scope of Services as set forth in **Exhibit "C"**. CONSULTANT shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONSULTANT shall not incur fees or costs which exceed the Maximum Annual Compensation without the prior written consent of the CITY.

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

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

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

SECTION 3. TERM.

This Agreement shall commence on **July 1, 2026**, and shall terminate on **June 30, 2029** ("Date of Completion"), with an option to extend up to two (2), one-year terms; unless deadline is extended in writing by a furter 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 $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 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 insurance policies 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:	AVANT GARDE SERVICES CORP Ana Marie Lenoue, President 807 S. Lemon Avenue Diamond Bar, CA 91789 (909) 895-7146 alenoue@agi.com.co

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS.

a. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

b. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

c. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to the CITY.

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

SECTION 26. RETENTION OF RECORDS/AUDITS.

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

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

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

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

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

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

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

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

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

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

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

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

e. The CONSULTANT and its 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. <u>DEBARMENT AND SUSPENSION CERTIFICATION</u>.

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	**AVANT GARDE SERVICES CORP.**
Raul Alvarez, City Manager	Ana Marie Lenoue, President
Date: _____	Date: _____

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS

- Exhibit A – RFP No. 26-03
- Exhibit B – Consultant's Proposal to RFP No. 26-03
- Exhibit C – Local Assistance Procedures Manual, Exhibit 10-R, Appendices A and E

EXHIBIT ‘A’

RFP NO. 26-03

CITY OF MONTEBELLO

REQUEST FOR QUALIFICATIONS (RFQual)

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

FOR

CITY OF MONTEBELLO, CALIFORNIA

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

Submit RFQual online via PlanetBids

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

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1. Introduction

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

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

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

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

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

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

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

2. About the City of Montebello

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

3. Proposed Scope of Work/Statement of Work

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

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

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

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

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

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

4. Submissions

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

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

5. RFQual Timeline

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

6. Non-Commitment of City

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

7. Responsibility of Costs

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

Appendix A - Proposal Format and Content

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

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

SOQ Format

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

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

1. Title Page showing the request for qualifications subject; the vendor's name; the name, address, email and telephone number of the contact person; and the date of the proposal.

2. Table of Contents identifying the items/section listed in the "Proposal Content and Format" section of this RFQual.

3. Detailed proposal following the order set forth in the "Proposal Content and Format" of this RFQual.

SOQ Content

Your response should include the following sections/information:

1. **Letter of Interest -** Please include a letter expressing your interest in being considered for the project. Include a statement regarding the vendor's availability to dedicate time, personnel, and resources to this effort. The letter of interest must include a commitment to the availability of the vendor and all key project staff during the planning period and a proposed schedule designed to meet the City's needs for the project.

2. **Project Understanding and Approach** - Please include a statement demonstrating your understanding of the proposed project. Describe your general approach to completing the project successfully, methodologies and technologies you would employ, key milestones and processes you would employ. Describe what information you would expect the City to supply.

3. **Relevant Experience** - Please include information describing your experience providing similar services for public agencies. Provide a minimum of three (3) specific examples of relevant experience. At a minimum, the vendor should provide a list of the most recent

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

4. **Sub-contractors/Sub-consultants** – If your firm works with sub-contractors/sub-consultants to perform the services described in the proposed Scope of Work/Statement of Work for the Project, please provide the name, full address for each sub-contractor, as well as the name of a contact person and phone number. If awarded, the City will need to provide written approval for any services offered by any and all sub-contractor/sub-consultant.

5. **Proposed Scope of Services** - Please provide a proposed Scope of Services, based on the Scope of Work contained in this RFQual; and discuss any ideas for modifying, clarifying, or improving the City's proposed scope of work. Provide a realistic working schedule with key deliverables, milestones, and tasks.

6. **Conflict of Interest Statement –** The vendor shall disclose any financial, business, or other relationship with the City that may have an impact upon the selection process. If the vendor does not have any such conflicts, a statement declaring such should be included in their submission.

7. **Cost Proposal –** Cost proposal should include the following:

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

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

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

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

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

9. **Redline Comments on the Professional Services Agreement Template** – Using Appendix D – Proposers are requested to review the Professional Services Agreement template provided and submit any proposed redline revisions with their response. Following the award of the RFQual, the City will evaluate all submitted redline comments in coordination with the City Attorney and will work with the selected firm(s) to reach mutual agreement on the final contract terms. Proposers must demonstrate full compliance with the City's insurance requirements as a condition of eligibility.

10. **Additional Attachments (Optional)** – Please use this section to attach any information that was not previously included identified in any other section.

Appendix B – Evaluation Criteria

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

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

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

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

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

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

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

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

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

Evaluation Criteria Summary

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

Appendix C – Reference Sheet

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Appendix D – Professional Services Agreement Template

EXHIBIT ‘B’

ADVANT GARDE PROPOSAL

DUE DATE:
MAY 6, 2026

AVANT GARDE
Grants
Compliance
Funding Management
Community Outreach

QUALIFICATIONS FOR:

LABOR COMPLIANCE & PROGRAM ADMINISTRATION SERVICES

RFQ 26-03

PREPARED FOR:

CITY OF MONTEBELLO

CONTACT:

ANA MARIE LENOUE | *PRESIDENT/CEO*
909.895.7146 • alenoue@agi.com.co
807 S Lemon Ave, Diamond Bar, CA

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LETTER OF INTEREST

May 6, 2026

City of Montebello
Attn: Vanessa Ramos, Administrative Manager
1600 W. Beverly Boulevard
Montebello, CA 90640

Subject: REQUEST FOR QUALIFICATIONS– Labor Compliance & Program Administration Support Services

It is with great pleasure that AVANT-GARDE submits its proposal to provide Labor Compliance & Program Administration Service to the City of Montebello.

A 100% woman-owned firm, Advanced AVANT-GARDE Corporation was incorporated in September 2002 and our corporate office is located at 807 S Lemon Ave, Diamond Bar, CA 91789. **AVANT-GARDE is a certified minority business enterprise, women business enterprise, disadvantaged business enterprise and small business enterprise (MBE, WBE, DBE, SBE).**

AVANT-GARDE has built a strong reputation for providing innovative and successful solutions for a number of public agencies. We have a successful track record with several municipalities, including the Cities of Huntington Beach, El Monte, Temple City, Industry, Montebello, La Mirada, Perris, Bellflower, Lynwood, Cudahy, Bell Gardens, South Gate, La Puente, Pico Rivera, Hawaiian Gardens, Pasadena, Maywood, Alhambra, San Gabriel, Rosemead, South El Monte, Monterey Park, Commerce, Ventura, Ojai, Manhattan Beach, Norwalk, Moreno Valley, Palmdale, Rialto, LADOT, LADWP, and METRO. We offer the talents of some of the most skilled grant writers, fund administrators and program managers in the industry, providing clients with innovative and cost-effective solutions on a wide variety of projects.

AVANT-GARDE has provided labor compliance services on a variety of **construction projects valued at over $1.2 billion** in the region and has **secured over $567.3 million in competitive grant funds** for our clients. Most agencies we serve have a long-standing relationship with us and trust our Team to provide these services on upcoming construction projects. We are proud of our accomplishments throughout the Southern California Region, including Los Angeles, San Bernardino, Ventura, and Riverside Counties.

AVANT-GARDE has been providing services to the City of Montebello for 20 years. Our team has worked closely with City staff on a variety of capacities, including labor compliance, community outreach, providing State and Federal funding compliance services on public works capital projects, Housing support, and grant writing services. AVANT-GARDE has provided **labor compliance services to the City of Montebello on 23 construction projects valued at over $27.9 million.** Additionally, as a

subconsultant to Transtech Engineers, AVANT-GARDE is providing labor compliance services for seven **(7) active construction projects, totaling over $17.8 million.**

Project	*Status*	*Construction Amount*
CP-939 ADA Enhancements	In Progress	$1,234,000
FY 2025-2026 SB1 Rubberized Asphalt St Enhancement Project	In Progress	$3,543,300
FY 2024-25 SB1 Street Construction Project	In Progress	$3,875,775
Traffic Signal Whittier Blvd & 6th St Project	In Progress	$598,965
Rio Hondo Coastal Spreading Grounds Fence Replacement	In Progress	$863,000
Downtown Sewer Replacement	In Progress	$4,474,206
Arterial and Transit Route Streets Montebello Blvd from Los Angeles Ave to Lincoln Blvd	In Progress	$3,298,705

We have assigned the firm principal, Lissette Montoya, to serve as the Project Representative. Ms. Montoya will oversee all assigned staff and will ensure successful administration of all activities. AVANT-GARDE understands and accepts the work to be done and commits itself to performing the work as scheduled.

Please contact me or Lissette Montoya, the firm's principals, at (909) 895-7146 or email alenoue@agi.com.co or lmontoya@agi.com.co if there are any questions. We look forward to meeting with you to discuss our services and the opportunity to continue serving your community. Thank you very much for your consideration.

Sincerely,

Ana Marie LeNoue
President/CEO

APPROACH AND UNDERSTANDING

AVANT-GARDE has thoroughly reviewed the project requirements outlined under Appendix A: Proposal Format and Content in the RFQ and developed a comprehensive approach from an agency's perspective to ensure compliance, operational efficiency, and successful implementation. The focus of this approach is on compliance, the use of user-friendly tools, practical applications that address project requirements, and conducting impartial operations to guarantee fairness throughout the process. AVANT-GARDE works collaboratively with key stakeholders, including city staff, construction managers, agency contract compliance officers, payroll staff, and construction superintendents, to align all parties and achieve the desired program objectives effectively.

We take a proactive stance on compliance monitoring, emphasizing attention to detail to identify and rectify potential issues before they arise. This minimizes delays and ensures smooth project execution. Operating as an extension of the agency staff, AVANT-GARDE maintains open communication and ensures its availability to address any needs or concerns, enabling transparency and fostering trust across all stakeholders. This structured and detail-oriented approach positions AVANT-GARDE as a reliable partner in project implementation, committed to delivering compliance and efficiency while maintaining collaborative and transparent operations.

Proactive Schedule Evaluation and Adaptation:

- AVANT-GARDE recognizes that project schedules may need modifications and is prepared to address these changes effectively.
- Fixed deadlines, such as contractual obligations or event dates, are identified to prioritize tasks appropriately.
- When changes occur, AVANT-GARDE evaluates their impact on the overall project to guide decisions on resource allocation and deadline adjustments.

Communication:

- Open communication with all stakeholders—including contractors—is emphasized to prevent confusion and conflicts.
- Stakeholders are promptly informed of changes with explanations of their impact, promoting trust and alignment.

Innovative Collaboration for Achieving PLA Goals:

- AVANT-GARDE actively collaborates with PLA stakeholders, including unions, contractors, community organizations, and the City, to meet worker utilization goals.
- During pre-bid and pre-construction phases, AVANT-GARDE supports City staff by briefing stakeholders on PLA, labor compliance, timelines, and funding requirements.

- It facilitates pre-job conferences, assists with union assignments, collects required documents, and ensures compliance through meticulous auditing and monitoring.

Compliance Oversight During Construction:

- AVANT-GARDE reviews and audits PLA and labor compliance documents, quickly addressing any missing or rejected submissions or issues.
- Non-compliance situations are handled proactively by working closely with contractors and unions to implement corrective measures.
- Monthly compliance checks are conducted to maintain project progress and adherence to PLA goals.

This approach demonstrates AVANT-GARDE's commitment to ensuring successful project execution while fostering collaboration, transparency, and community involvement to benefit all stakeholders involved. It effectively balances project schedule adaptability with maintaining compliance and achieving long-term goals.

Work Plan

The work plan identified below includes provisions related to the HUD funded projects. This will apply to projects where HUD funds have been identified. If HUD funds are not applicable the task related to HUD requirements will be omitted from the plan.

General Contract and Labor Compliance Activities:

1. Respond to requests for information from City staff;
2. Act as City liaison to selected prime contractor and City department Project Managers;
3. Submit performance reports to HUD;
4. Provide City with wage compliance procedure guidelines for inclusion in pre-bid information and/or bid requests;
5. Conduct Section 3 pre-bid presentation at pre-bid meetings;
6. Review the federal requirements of the Build America Buy America Act (BABA) that impact the purchase of materials for certain HUD-funded projects.
7. Review bid documentation and provide City with verification of a contractor's eligibility for contract award by reviewing General Services Administration's "List of Parties excluded from Federal Procurement or Non-Procurement Programs, System for Award Management, or State Department of Industrial Relations" as applicable;
8. Verify Federal Wage Determination is current within 10 days of bid opening date;
9. Ensure all required federal provisions and CDBG contractual clauses are included in agreements;

10. Review Agreement and labor compliance requirements with the project team;
11. Determine the specific labor standards parameters applicable for the construction project;
12. Notify appropriate agencies of project awards and submit a Notice of Contract Award Letter to the Department of Labor;
13. Set up and maintain all compliance files and documents relating to prevailing wage activities;
14. Set up and maintain Labor Standards Enforcement Files for Prime and all subcontractors;
15. Schedule and attend pre-construction meetings to discuss prevailing wage requirements with a City representative, contractor, and subcontractors in detail. Provide contractor and subcontractors a comprehensive packet detailing wage compliance procedures and wage compliance forms. Prepare and issue meeting minutes to all attendees and place a copy in the Project Labor Standards Enforcement File;
16. Verify all apprentices have been properly registered (or certified) in an apprenticeship program registered with the Bureau of Apprenticeship and Training of with a State Apprenticeship Program recognized by the Bureau;
17. Verify with the US Department of Labor, Employment, and Training Administration that all trainees hold a formal certification showing registration in an approved program;
18. Verify that the Public Works Contract Award Information (DAS-140) and Request for Dispatch of an Apprentice (DAS-142) forms are submitted to local apprenticeship councils by all contractors, as appropriate;
19. Review Contractor's compliance with all State and Federal required postings such as the prevailing wage rates and EEO policies as well as the Contractor's Affirmative Action Plan;
20. Respond to technical questions regarding prevailing wage requirements;
21. Provide information and data on trades and trade classifications performing on projects; and
22. Provide City with a Prevailing Wage Compliance Release Form for each participating contactor/subcontractors as evidence they have met their prevailing wage compliance obligation.

Labor Compliance Audit Activities:

AVANT GARDE will receive, monitor and review all reports pertaining to labor compliance required to be submitted by prime contractors and their subcontractors in accordance with the provisions of the applicable laws and regulations.

1. Establish and maintain contractor and subcontractor labor files for each project;
2. Monitor project compliance with the payment of prevailing wage rates;
3. Dissemination and posting of wage determinations applicable to project;

4. Ensure that complete certified payroll records are submitted by prime contractors and their subcontractors;
5. Conduct Employee Field Interviews to confirm worker classification and wage rate of the project workforce conforms to the applicable Davis-Bacon Wage Decision;
6. Reconcile Weekly Certified Payroll Reports (CPR) & Supporting Documentation with wage decision and employee field interviews. Perform continuous and timely monitoring reviews of CPRs and related submissions for compliance;
7. Verify overtime hours and wages are properly calculated;
8. Verify Statement of Compliance is signed by the owner, officer, or designated employee of the contractor;
9. Verify and document job-site posting of wage rate information and labor compliance posters;
10. Receive and review labor compliance documentation from observers or inspectors and compare with contractor-submitted documents;
11. Verify that payroll data is submitted to the Department of Industrial Relations (DIR) online Compliance Monitoring Unit (CMU) under the correct DIR project number;
12. Monitor contractors for Section 3 accomplishments;
13. Monitor workforce utilization reports to verify trade and apprenticeship participation;
14. Identify violations and investigate complaints of underpayment to workers;
15. Follow up with contractor by telephone, email, and/or certified mail regarding required document submittals and payroll discrepancies and deficiencies. Provide detailed description of alleged deficiencies; outline corrective action to be taken; and enforce regulatory deadlines for compliance;
16. Notify the City regarding delinquent, uncertified, inaccurate and improperly completed payroll records and recommend appropriate corrective action for lack of strict compliance.

Wage Underpayment and Restitution Activities:

1. Identify wage underpayment through audits of payroll documents, during onsite employee interviews or by complaints filed by workers on the project;
2. Calculate and recommend to City the amount of wages that City will withhold from the contractor's payments/retention;
3. Prepare documentation that list the week endings worked, the name of the worker, trade classification, number of hours worked, rate paid, correct prevailing wage rate and the amount due each worker. Prepare, submit and file reports and all required forms to appropriate parties;
4. Obtain restitution payroll(s) plus proof of worker payment(s), as needed;

5. Prepare documentation for disbursement of back wages, training funds and/or penalties due;
6. Receive, pursue, and document labor complaints; prepare violation reports to oversight agencies as required; recommend special action to be taken if contractor continuously fails to comply with requests and requirements;
7. Gather, prepare and coordinate all necessary documents for hearings and represent the City at such hearings in accordance with the Federal and State Labor Code and the California Code of regulations;
8. Notify City's representative upon receipt of Disbursement Authorization of any outstanding certified payroll(s) not yet received or of unresolved violations. Notify the City if all payroll reports have been submitted are up to date and no unresolved violations are pending to assist the City in determining disbursement to contractor;
9. Document and file final resolutions; and
10. Perform other projects or services as required.

Close – Out Activities:

1. Review contractors' final payroll and Section 3 Economic Opportunity Report;
2. Conduct labor compliance file review prior to release of retention funds. Address and resolve any underpayment or deficiency issues;
3. Coordinate project file reviews by authorized city, county, state, and federal agencies;
4. File Notice of Completion;
5. Work with City Records Management staff to ensure compliance with record retention periods required by applicable law;
6. Maintain electronic records of all Labor Standards Enforcement File(s), accounts, established under this Agreement for a period of five (5) years after closing of each project;
7. Provide detailed report on compliance documents submitted by each participating contractor and subcontractor; and
8. Provide City with a Prevailing Wage Compliance Release Form for each contractor and subcontractor as evidence they have met their prevailing wage compliance obligation.
9. Provide City all original files within 30 days of completion/close-out of project.

QA/QC and Budget Control

AVANT-GARDE requires that adequate quality assurance/quality control (QA/QC) be implemented on each project. The Project Manager provides the leadership and guidance to obtain the end results for all services provided by the company. A project management plan is prepared that defines specific project deliverables, implementation criteria, staff and resource loading, work task schedule with project

milestones, and project responsibilities. Regular contact by the Project Manager with each on-going activity provides support and guidance, maintains focus and momentum, and monitors the quality of work. Regularly scheduled project meetings for reviewing general work status, reviewing technical elements of the project, coordinating and interfacing of activities, reviewing costs, and discussing upcoming activities and responsibilities are all standard procedures of our quality assurance process for each project. The following elements have been adopted by our firm and are implemented in every project.

Written Materials – AVANT-GARDE is committed to the proficiency of your written materials. With over 82 years of combined experience, extensive education and practical application, AVANT-GARDE can provide written reports, agenda reports, status reports, and recommendations of any kind.

Coordination – AVANT-GARDE is committed to clear communication, inclusive of internal and external office coordination, coordination with assisting or collaborative consultants, and client coordination. The Project Manager will be the sole source of project contact with the client. The Project Manager shall keep the client informed of the project progress on a regular basis.

Customer Service – AVANT-GARDE is committed to excellence and stands behind our reputation to provide only the highest level of products and services in an effort to enhance the quality of life for the communities we serve. Whether working on a specific project or a long-term campaign, our clients will always receive our blend of expertise to ensure every one of their goals are met.

EXPERIENCE

The Project Manager and Coordinators that will be assigned to the City's projects have provided compliance monitoring services for Montebello, San Bernardino, Ventura, Lynwood, Metro, Bell Gardens, Alhambra, La Mirada, and several other agencies over the last 20 years. AVANT-GARDE served on Metro's labor compliance bench for 10 years and was recently selected to continue serving on Metro's labor compliance bench for the next 10 years alongside 8 other firms. Metro's task orders range in project value from $70,000 to $1.3 billion with as many as 100 subcontractors.

In many cases, our team also offered project management and funding administration services in addition to labor compliance. **Some of these projects were funded with Community Development Block Grant (CDBG) funds and required Section 3 monitoring or Caltrans funded.** AVANT-GARDE has successfully managed labor compliance for **357 construction projects, with a total value of $1.2 billion.** The following graph illustrates the labor compliance work completed by AVANT-GARDE to date. A complete list of construction projects is available as ***Attachment A.***

LABOR COMPLIANCE SERVICES

CITY / AGENCY	PROJECTS	CONSTRUCTION VALUE
EL MONTE	21	$33,353,365
LYNWOOD	95	$86,882,023
LA MIRADA	10	$13,481,472
TEMPLE CITY	10	$24,768,778
HUNTINGTON BEACH	1	$4,288,143
SAN LUIS OBISPO	1	$13,839,594
MONTEBELLO	30	$45,785,581
BELL GARDENS	19	$17,818,337
PICO RIVERA	14	$5,697,029
OTHER	139	$221,175,921
METRO	17	$819,090,602
TOTAL TO DATE	346	$1,286,180,845

PROJECT SIMILAR TO SCOPE

Grant Administration and Labor Compliance Experience

The professional staff of AVANT-GARDE well understands the many ways that a single project may affect the multiple layers of government as well as the desired economic growth and development that is of primary concern to business, property owners and residents. We use and leverage this information by looking at every angle of a program and/or project to determine the overall impact and how best to design and implement programs that best produce optimum results. The staff assigned in this proposal are experienced in managing CDBG funded projects and monitoring Section 3 requirements.

LABOR COMPLIANCE AND SECTION 3 MONITORING

AVANT-GARDE has provided the following services for construction projects that require Labor Compliance and Section 3 monitoring:

- Review of the Specifications to ensure HUD compliance.
- Review documents submitted by contractors following the bid opening.
- Attend the Pre-bid meeting and Pre-construction meeting.
- Set up and maintain Labor Standards Enforcement Files.
- Review contractors and subcontractors for Federal project eligibility through the state license board, DIR, and SAM.
- Review Contractor's compliance with all State and Federal required postings such as the prevailing wage rates and EEO policies as well as the Contractor's Compliance with Section 3.
- Conduct Employee Field Interviews to confirm worker classification and wage rate of the project workforce conforms to the applicable Davis-Bacon Wage Decision.
- Reconcile Weekly Certified Payroll Reports (CPR) and Supporting Documentation with wage decision and employee field interviews. Perform continuous and timely monitoring reviews of CPRs and related submissions for compliance.
- Identify violations and investigate complaints of underpayment to workers. Submit and file all required forms to appropriate parties. In the event any labor violations are reported and investigations confirm the violations, prepare investigative reports and backup. Violations will be reported and discussed with the City prior to reporting to the Department of Industrial Relations and any other agencies required by Federal or State Laws and Regulations.

We have extensive experience in serving both major urban cities and small suburban municipalities with our success achieved through close attention to detail, emphasis on meeting the particular needs of each client and prompt delivery of products, studies and services. Project assignments have included funding strategies and analysis, construction coordination, compliance management, community outreach

programs and special projects. Today, we are well-prepared to provide public agencies with a number of varied consulting services.

As it relates to this RFQ, here are the three (3) most relevant service contracts provided by the AVANT-GARDE staff for similar projects in the cities of Lynwood, El Monte, and Bell Gardens.

City of Lynwood

AVANT-GARDE has been providing CIP management, funding administration, grant writing, and labor compliance services to the City of Lynwood since 2007. AVANT-GARDE has been successful in obtaining **$2 million in competitive grant funds** for the City. CIP management includes various key responsibilities, such as bid administration and project implementation. This involves assisting with the solicitation of project bids, evaluating them, managing contracts, and coordinating with contractors and stakeholders to ensure projects are executed according to plan. It also includes providing administrative staff support, such as developing staff reports and Department presentations for monthly City Council meetings, which aids in tracking progress, communicating with stakeholders, and making informed decisions. Additionally, CIP management covers labor compliance and community outreach, ensuring that labor practices meet legal requirements and engaging with the community to keep them informed and involved. This includes managing public relations, addressing concerns, and fostering community support. Together, these elements are essential for the successful, timely, and budget-compliant completion of Capital Improvement Projects while upholding regulatory standards and enhancing community engagement.

The AVANT-GARDE team, under the direction of the Public Works Director, supported the Public Works Staff and the Engineering Team in reviewing, planning, and developing the Capital Improvement Program (CIP) Budget for fiscal years 2023-2024 and 2024-2025.

The support services for the CIP Ad Hoc Committee include administrative support, document preparation, research and analysis, communication facilitation, and project progress tracking. These services are essential for the committee's smooth operation and the successful advancement of CIP projects.

AVANT-GARDE has provided labor compliance services for **over 95 construction projects, with a combined construction value of $86.8 million**. Our work includes a variety of projects such as street improvements, HSIP projects, park renovations, citywide slurry seal, sewer improvements, pavement rehabilitation, and many more.

City of El Monte

AVANT-GARDE has provided funding administration, labor compliance, project management, and grant research and writing services to the City of El Monte since 2017. AVANT-GARDE has been successful in obtaining **$60.2 million in competitive grant funds** for the City. We are currently providing grant administration services on various federal, state, and local funded projects. Our services include quarterly reporting and invoices with Metro, progress reporting through the CalSmart portal, updating projects on the City's FTIP, participating in bi-weekly CIP project update meetings, and reimbursement requests through Caltrans requiring coordination with the City and construction or design teams. Our team has coordinated with Metro and City staff to acquire the necessary funding lapse date extensions for a few older projects whose agreements were executed prior to AVANT-GARDE working with the City.

AVANT-GARDE has provided labor compliance services for **over 21 construction projects, with a combined construction value of $33.3 million**. Our work includes a variety of projects such as street improvements, HSIP projects, park renovations, citywide slurry seal, sewer improvements, pavement rehabilitation, and many more.

City of Bell Gardens

Under the Direction of the Public Works Director, the proposed AVANT-GARDE team provides services including funding administration and grant writing; assisting the Engineering team in the strategic planning and development of the CIP Budget for fiscal years 2004 through 2015; bid administration and project implementation; administrative staff support including the development of staff reports and Department presentations; and labor compliance and community outreach for a number of projects. Outreach services have been provided for the Trees for BG Planting Project, BG Keep Parks Clean Beautification Project, Circulation Element Update, Complete Streets Plan, Public Works Week Program, Safe Routes to School Program, Street Sweeping Enforcement, and John Anson Ford Park Revitalization.

With our firm's assistance, the City applied and received **$21.8 million in competitive grant funding** for a variety of projects. We are currently providing grant administration services on the City's ATP, HSIP, and STPL projects; Clean CA project; Urban Greening project; and three Metro CFP projects – all of which we secured the awarded competitive grant funds for the City. Each of the six programs has its own administration requirements and formats for quarterly/annual reporting and reimbursement requests requiring coordination with the City and construction or design teams.

AVANT-GARDE has provided labor compliance services for **over 19 construction projects, with a combined construction value of $17.8 million**. Our work includes a variety of projects such as street improvements, HSIP projects, park renovations, citywide slurry seal, sewer improvements, pavement rehabilitation, and many more.

PROPOSED SCOPE OF SERVICES

It is our understanding that the City of Montebello is seeking a highly qualified consultant to provide comprehensive labor compliance services for federal, state, and/or county funded construction projects and/or programs and ensure that the City complies with all regulations pertaining to labor compliance. AVANT-GARDE is committed and qualified to provide the scope of work as requested and detailed in the City's Request for Qualifications.

Based on project requirements and funding, our scope of work can include the following:

- Provide Davis-Bacon and/or State prevailing wage compliance monitoring and implement the PLA;
  - PLA Compliance- Coordinate, attend, and facilitate the union pre-job conference with prime and subcontractors.
  - Provide PLA monitoring and coordination during construction including collection of PLA forms and support documentation.
  - Monitor and track labor hours for the project.
- Pre-Bid/Bid Procedures:
  - Guidelines for wage compliance procedures should be provided to the City for inclusion in pre-bid information and/or bid requests.
  - Verification of a contractor's eligibility for contract award should be provided by reviewing the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-Procurement Programs," System for Award Management, or the State Department of Industrial Relations as applicable
- Pre-Construction Phase:
  - Prepare a portion of the Project Labor Standards Enforcement File (related to payroll information) and shall maintain it for the duration of the project. This shall include prevailing wage related documents for the duration of the project.
  - Conduct an in-person pre-construction conference with a City representative in attendance. General contractors and subcontractors shall be provided with a comprehensive packet detailing Consultant/City wage compliance procedures.
  - Supply the necessary wage compliance forms to all contractors and City at conference.
  - Prepare and issue conference minutes to all attendees. A copy of the minutes shall be placed in the Project Labor Standards Enforcement File, as required by Davis Bacon regulations.
  - Re-verify each contractor's or subcontractor's eligibility for contract award.
  - Verify that all apprentices have been properly registered (or certified) in an apprenticeship program registered with the Bureau of Apprenticeship and Training or with a State Apprenticeship Program recognized by the Bureau as applicable.

- Verify with the United States Department of Labor, Employment, and Training Administration that all trainees hold a formal certification showing registration in an approved program.
- Verify that the Public Works Contract Award Information (DAS-140) and Request for Dispatch of an Apprentice (DAS-142) forms are submitted to local apprenticeship councils by all contractors, as appropriate.

- Construction Phase:
  - Verify completeness of payroll report.
  - Verify classifications and wage rates reported on payroll are at least equal to the rate required under the applicable wage determination.
  - Verify overtime hours and wages are property calculated.
  - Verify Statement of Compliance is signed by the owner, officer or designated employee of the contractor.
  - Verify applicable wage determination; document verification as required. If wage determination has changed from what appears in project specifications, provide addendum for dissemination to plan holders.
  - Verify and document job-site posting of wage rate information and labor compliance posters.
  - Conduct site visits to monitor workforce utilization; perform labor compliance interviewing of employees on site, using appropriate forms, in the proper frequency and of the proper work classifications required.
  - Receive and review labor compliance documentation from public works observers or inspectors and compare with contractor-submitted documents. Monitor contractor-submitted payroll documentation on a continuous basis.
  - Verify with State Division of Apprenticeship Standards and/or U.S. Department of Labor, as required, that any worker listed on the certified payroll who receives less than the published hourly journeyman rate is registered in an approved apprenticeship program and is in possession of a formal certification.
  - Verify that any payroll deductions are acceptable under applicable prevailing wage law.
  - Verify that payroll data is submitted to the Department of Industrial Relations (DIR) online Compliance Monitoring Unit (CMU) under the correct DIR project number.
  - Verify the payment of the training contribution, as necessary.
  - Follow up with contractor by telephone, email, and/or certified mail regarding required document submittals and payroll discrepancies and deficiencies. Provide detailed description of alleged deficiencies; outline corrective action to be taken; and enforce regulatory deadlines for compliance.
  - Calculate any applicable underpayments due; obtain restitution payroll(s) plus proof of worker payment(s), as needed.

- Receive, pursue, and document labor complaints; prepare violation reports to oversight agencies as required; recommend special action to be taken if contractor continuously fails to comply with requests and requirements.
- Prepare a Labor Compliance Certification Form, if required.
- Notify City's representative upon receipt of Disbursement Authorization any outstanding certified payroll(s) not yet received or of unresolved violations.
- Notify the City if all payroll reports have been submitted are to date and no unresolved violations pending to assist the city in determining disbursement to contractor.

- Post Construction:
  - Coordinate project file reviews i.e. audits by authorized city, county, state, and federal agencies.
  - Maintain content and format of labor compliance file in conformance with applicable government requirements.
  - Submit complete labor compliance file to City for retention.
  - Respond to Public Records Request.
  - Establish a retention system to retain records pursuant to grant requirements, City, State or Federal requirements.

CONFLICT OF INTEREST STATEMENT

AVANT-GARDE is in good financial condition and does not have any conditions (bankruptcy, pending litigation, outstanding claims, planned office closures, impending merger, etc.) that may impede our ability to provide grant administration services to the City.

COST PROPOSAL

AVANT-GARDE offers the following hourly rates for services proposed under this RFP. It should be noted that our hourly rates are fully loaded. No additional costs will be billed to the City such as travel, duplication of materials, binding, mailing, etc.

AVANT-GARDE will provide a cost proposal for each assigned task based on the following hourly rates.

Effective through June 30, 2029	Program Director.....$170 Program Manager..... $140 Senior Program Coordinator..... $125 Program Coordinator..... $110 Program Assistant..... $100
Effective through June 30, 2031	Program Director..... $179 Program Manager..... $147 Senior Program Coordinator..... $131 Program Coordinator..... $115 Program Assistant..... $105

REFERENCES

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

Appendix C – Reference Sheet

Entity Name City of Lynwood

Business Address 11330 Bullis Rd., Lynwood, CA 90262

Name of Contact Pamela Torres

Title Contact Sr. Management Analyst

Telephone Number of Contact (310) 603-0220 ext 500

Email of Contact ptorres@lynwooca.gov

Description of Project CIP Program Management and Labor Compliance Services

Date of Service 2020 - 2027

Entity Name City of Bell Gardens

Business Address 8327 S. Garfield Ave., Bell Gardens, CA 90201

Name of Contact Bernardo Iniguez

Title Contact Director of Public Works

Telephone Number of Contact (562) 334-1790

Email of Contact biniguez@bellgardens.org

Description of Project Grant Writing, Grant Administration, Program Management, Labor Compliance, and Community Outreach.

Date of Service 2023 - 2026

Entity Name City of El Monte

Business Address 11333 Valley Blvd., El Monte, CA 91731

Name of Contact Vanessa Sedano

Title Contact Housing Manager

Telephone Number of Contact (626) 258-8831

Email of Contact vsedano@elmonteca.gov

Description of Project Grant Administration and Labor Compliance

Date of Service 2024 - 2027

PSA – REDLINE COMMENTS

AVANT-GARDE has thoroughly reviewed Appendix D - Professional Services Agreement (PSA) template for Labor Compliance & Program Administration Support Services. We have identified exceptions to the terms and conditions of the PSA, specifically concerning Section 15 (a): Insurance Coverage – Professional Liability. A redline markup of these exceptions is included below.

Professional Liability insurance appropriate to the CONSULTANT'S profession, with limit no less than ~~$2,000,000~~ One Million ($1,000,000) per occurrence or claim, $2,000,000 aggregate.

KEY PERSONNEL

SUMMARIZED RESUMES OF KEY PERSONNEL

LISSETTE MONTOYA, PROGRAM DIRECTOR

Education/Credential

- Master of Business Administration, California State Polytechnic University Pomona
- B.S. Business Management, California State Polytechnic University Pomona

Ms. Montoya has more than 20 years of comprehensive expertise in project management and analysis, funding management, grant administration, and community outreach programs. She is experienced in issues impacting City governments and contract administration. Ms. Montoya is the Vice-President and CFO of AVANT-GARDE. She has experience in identifying federal and state fund allocation balances, programming funds, and administers long-and-short range programs consistent with the economic capabilities of the City. Ms. Montoya directs the Program Management team to ensure that projects are developed in accordance with policy and procedural requirements, assists in determining eligible projects for various funding sources, and manages development and capital improvement programs/projects from conception to completion. Ms. Montoya has assisted various agencies in performing a variety of analyses and studies to identify State and Federal funding options; performed time-critical and confidential studies related to fiscal and administrative requirements of grant programs; assisted in the grants solicitation process; planned and coordinated the implementation of awarded grants to ensure that the City was in compliance with applicable laws and regulations, and monitored and audited grant expenses. Under her direction, our team has successfully monitored federal and state funding for municipal agencies throughout Southern California and written **grants to secure over $567.3 million in funding for government agencies**. Additionally, under her leadership, has effectively managed labor compliance for **over 357construction projects, totaling $1.2 billion in value**. Ms. Montoya is experienced in strategic budget planning specifically with Capital Improvement Programs. Her relevant experience providing labor compliance services is included in the Experience section of this RFQ.

KHRISTYNNE ARAMOUNI, PROGRAM MANAGER

Education/Credential

- B.A. Psychology, California State Polytechnic University Pomona

Mrs. Aramouni has over 9 years of experience in Public Works and Labor Compliance services. She has extensive knowledge of the construction industry, particularly in areas related to prevailing wage and public works projects. Her responsibilities have included participation in the bidding process, preparation of pre-construction documents, project and budget management, staff supervision, project closeout documentation, and compliance oversight. At AVANT-GARDE, Mrs. Aramouni is involved in project management for Capital Improvement Projects (CIP), Community Development Block Grants (CDBG), and Labor Compliance. Her labor compliance experience involves assisting various local agencies in ensuring compliance on public works projects. This includes reviewing bid documents to confirm adherence to state and federal regulations, evaluating bid submissions from contractors, coordinating pre-bid and pre-construction meetings, and providing ongoing project support until close-out. Mrs. Aramouni also supports local agencies in conducting labor compliance to guarantee that all public works projects meet the necessary requirements.

SUMMER MANN, SR. PROGRAM COORDINATOR

Training/Certification

- CA LTAP Certificate of Completion – Labor Compliance Course
- CA Prevailing Wage/Public Works Compliance Training – Center for Contract Compliance
- 2021 Section 3 Final Rule Training
- Davis-Bacon Labor Standards
- Rail Safety and Wayside Worker Program Certified – METRO
- LCP tracker Training hosted by METRO
- Prevailing Wage Seminar for Public Agencies – CA Labor Commissioner's Office and Center for Contract Compliance
- FRA Roadway Worker Protection (RWP)
- Build America, Buy America Act (BABA) Certification

Ms. Mann has more than seven years of experience in providing labor compliance services. Ms. Mann is responsible for ongoing monitoring activities to ensure contractors and subcontractors comply with Davis-Bacon prevailing wage requirements. She ensures contractors and subcontractors understand and adhere to Section 3 requirements, actively monitors compliance, and reports on Section 3 accomplishments. She also assists with final project file review with the Los Angeles County Development Authority as needed. She collaborates with project managers to act as a liaison and offer support on various labor compliance projects. She enforces labor compliance regulations by conducting on-site interviews of employees, calculating prevailing wages for job classifications and duties in line with State or Federal labor laws. Ms.

Mann also works closely with project contractors to ensure timely delivery of all required documents. Moreover, she monitors contracts to ensure adherence to all applicable DBE and labor compliance requirements, prepares correspondence, conducts desk audits of compliance documents and contractor submittals, prepares management reports, issues non-compliance notices to ensure contractor compliance, and prepares close-out reports.

ASHLEY SANCHEZ, SR. PROGRAM COORDINATOR

Training/Credential

- LCP tracker Labor Compliance and Workforce Development
- California LTAP Labor Compliance
- Center of Contract Compliance

Ms. Sanchez has over eight (8) years providing administrative support services. She has worked in conjunction with the Project Managers of the company and has served as liaison to provide support on various projects. Her overall experience includes project management and coordination of CDBG programs and labor compliance monitoring. Her duties include enforcing labor compliance monitoring, audits, and enforces the state and federal with DIR accepted practices. Additionally, Ms. Sanchez performs on-site field interviews and coordinates with contractors/subcontractors on all projects to ensure compliance with California Labor Code regulations, Federal Davis-Bacon Act, Section 3 requirements, and all other applicable regulatory requirements. Moreover, part of Ms. Sanchez's duty as a member of the Labor Compliance Team is to ensure proper legal measures are met with any discovered violations.

DAVID SANCHEZ, SR. PROGRAM COORDINATOR

Training/Credential

- Rail Safety and Wayside Woker - METRO
- California LTAP Labor Compliance
- NSPIRE Inspector Training Program
- FRA Roadway Worker Protection (RWP)

As a Program Coordinator, Mr. Sanchez's primary responsibilities encompass project management, labor compliance, and providing assistance with construction management. He collaborates closely with project managers and serves as a liaison to offer support across various projects. Mr. Sanchez has extensive experience in labor compliance, including working with contractors to obtain all necessary documentation in a timely and comprehensive manner. He has provided labor compliance services for over 50 projects. He conducts on-site field interviews and collaborates with contractors and subcontractors to ensure adherence to California Labor Code regulations, the Federal Davis-Bacon Act, Section 3 requirements, and other relevant regulations.

Additionally, as a member of the Labor Compliance Team, Mr. Sanchez's responsibilities include ensuring that appropriate legal measures are taken in the event of any discovered violations.

KRISTINA MEDINA, PROGRAM COORDINATOR

Training/Credential

- Skilled and Trained Workforce Compliance
- CA Prevailing Wage/Public Works Compliance Training – Labor Compliance Management Compliance
- Davis- Bacon Labor Standards
- Prevailing Wage/Labor Compliance- CA State Labor Commissioners Office
- HUD Section 3 Compliance Training

Ms. Medina has extensive experience in managing various labor compliance administrative functions, including payroll processing and employee records management. She is knowledgeable about ensuring compliance with labor laws, such as the Davis-Bacon Act requirements and the Skilled and Trained Workforce mandates.

Her labor compliance (prevailing wage) monitoring services include setting up and maintaining Labor Standards Enforcement Files for both prime contractors and all subcontractors. She conducts employee field interviews and performs continuous, timely monitoring reviews of Certified Payroll Reports (CPRs) and related submissions to ensure compliance. Ms. Medina identifies labor deficiencies, prepares letters of findings, and notifies the prime contractor in writing of any labor discrepancies or suspected violations, outlining the necessary corrective actions to be taken.

PATRICIA VERA / PROGRAM ASSISTANT

Training/ Certifications

- CA LTAP Certificate of Completion – Labor Compliance Course
- CA Prevailing Wage/Public Works Compliance Training – Center for Contract Compliance
- Prevailing Wage Seminar for Public Agencies – CA Labor Commissioner's Office and Center for Contract Compliance

Ms. Vera has over 22 years of public agency administrative experience. As a Program Assistant, Ms. Vera works in conjunction with the project managers of the company and services as a liaison to provide support on various labor compliance projects. Her main responsibilities are auditing weekly payrolls, investigating violation findings and preparing non-compliance notices to effectuate contractors and provide follow-ups with contractors. Labor compliance (prevailing wage) monitoring services performed include: Tasks she performs include: setting up and maintaining Labor Standards Enforcement Files for Prime and all subcontractors; conducting Employee Field Interviews;

performing continuous and timely monitoring reviews of CPRs and related submissions for compliance; identifying labor deficiencies and preparing letters of findings; and notifying the prime contractor in writing of any labor discrepancies or suspected violations and defining the corrective actions to be taken all projects to guarantee compliance with California Labor Code regulations, the Federal Davis-Bacon Act, Section 3 requirements, and all other relevant regulations.

Relevant Experience

Current client cities include the cities of Lynwood, Pico Rivera, El Monte, La Cañada Flintridge, Norwalk, Rialto, Hawaiian Gardens, Industry, La Mirada, Commerce, Cudahy, Monterey Park, South El Monte, Temple City, West Covina, and Ojai. A full list of labor compliance projects can be provided upon request.

ANTONIO SOLORZANO, PROGRAM ASSISTANT

Training/Credential

- Rail Safety & Wayside Protection Training, METRO
- Worker Environmental Awareness Training

Mr. Solorzano's experience includes conducting on-site field interviews with construction workers to verify wage compliance and confirm adherence to state and federal labor standards. Assists with documentation review and coordination with the compliance team to ensure proper reporting. Current client cities include the cities of Montebello, Cudahy, Lynwood, South Gate, Bell Gardens, and Norwalk .

ATTACHMENT A: CONSTRUCTION PROJECTS

AVANT-GARDE has successfully **managed labor compliance for 357 construction projects, with a total value of $1.2 billion.** Some of these projects were funded with Community Development Block Grant (CDBG) funds and required Section 3 monitoring or Caltrans funded. Projects highlighted in grey were funded with Community Development Block Grant (CDBG) funds or required Section 3 monitoring.

City	*Project*	*Progress*	*Construction Amount*
City of Montebello	CP-939 ADA Enhancements	In Progress	$1,234,000
	FY 2025-2026 SB1 Rubberized Asphalt St Enhancement Project	In Progress	$3,543,300
	FY 2024-25 SB1 Street Construction Project	In Progress	$3,875,775
	Traffic Signal Whittier Blvd & 6th St Project	In Progress	$598,965
	Rio Hondo Coastal Spreading Grounds Fence Replacement	In Progress	$863,000
	Downtown Sewer Replacement	In Progress	$4,474,206
	Arterial and Transit Route Streets Montebello Blvd from Los Angeles Ave to Lincoln Blvd	In Progress	$3,298,705
	Fire Station 56	Completed 2/26	$751,120
	Plaza Drive Pavement Rehabilitation	Completed 12/25	$414,951
	FY 2023-24 SB 1 Annual Year 1 Street Improvement Project (CP 913)	Completed 9/25	$2,926,000
	Commercial Façade Blvd Market – 520 W. Whitter Blvd	Completed 8/25	$24,724
	Annual Concrete Repair	Completed 6/22	$277,000
	Arroyo Dr Improvements	Completed 8/21	$984,215
	Montebello Blvd. Bike Lane & Sidewalk Improvements	Completed 5/22	$5,766,226
	Bus Shelter Improvements	Completed 2/19	$1,749,549
	Pavement Repairs & Skin Patching	Completed 1/18	$142,673
	10th Street Improvements	Completed 11/17	$125,905
	Traffic Signal Upgrades – Various	Completed 2016	$860,000
	Washington Blvd Ph. II	Completed 10/16	$812,852
	Alley Improvement	Completed 9/15	$187,553

	Vail Ave. Improvement	Completed 11/15	$201,150
	Beverly Blvd. Improvements	Completed 9/14	$429,381
	Traffic Signal-Montebello Way	Completed 10/16	$726,640
	Safe Routes to School	Completed 8/13	$572,703
	Federal Safe Routes to School	Completed 3/12	$285,000
	Whittier Boulevard Revitalization Phase II	Completed 3/11	$749,000
	Neighborhood Citywide Sidewalk	Completed 11/10	$1,600,000
	Safe Routes to School Greenwood and Washington	Completed 5/10	$172,000
	Whittier Boulevard Revitalization Phase 1	Completed 2009	$8,000,000
	Traffic Signal-Garfield Avenue/Via San Clemente	Completed 8/09	$138,988
City of Alhambra	2020 Street Improvements	Completed 1/21	$325,000
	Almansor Park Improvement Project	Completed 4/18	$1,755,944
	Almansor Park Open Space Improvements	Completed 4/18	$129,122
	Emery Park Restroom Rehab	Completed 4/18	$38,858
	Lindaraxa Park Pillar Reconstruction	Completed 3/18	$33,600
	Atlantic Blvd at Main St ADA	Completed 1/18	$53,450
	Almansor Security Light Replacement	Completed 12/16	$67,960
	Almansor Jogging Trail Reconstruction	Completed 12/16	$60,000
	Almansor Playground Rubberized Resurfacing	Completed 5/17	$85,600
	Granada Park Parking Lot Resurfacing & Pool Locker Room Floor Resurfacing – Whitney Floor Complex Resurfacing	Completed 5/15	$50,000
	Almansor Picnic Shelter Replacement	Completed 8/15	$55,000
	Almansor Gym HVAC & Granada Gym Flooring & Equipment	Completed 5/15	$250,000
	Alhambra Park ADA Pool Lift	Completed 11/14	$4,598
	ADA Improvements	Completed 4/14	$13,325
	Almansor Gym Flooring	Completed 4/16	$30,100
City of Baldwin Park	Ramona Blvd Phase I and II	Completed 2011	$2,450,000

City of Bell	Pritchard Park	In Progress	$1,100,000
City of Bell Gardens	ATP Cycle 5	In Progress	$4,378,000
	HSIP Cycle 11 CIP 3936	In Progress	$437,073
	Garfield and Eastern CIP 3881	In Progress	$1,970,507
	Eastern Avenue Improvements Project	Completed 7/25	$1,278,900
	Soil Remediation Project at Former Berk Oil Site	Completed 8/25	$2,289,000
	Playground at Julia Asmus Park & Hannon Park	Completed 9/24	$440,230
	Garfield Ave Improvements	Completed 2/22	$706,170
	HSIP Cycle 8	Completed 12/21	$480,409
	Gage Ave Rehab	Completed 7/20	$257,000
	Citywide Safety Enhancement	Completed 11/18	$1,117,050
	Suva Street Rehab	Completed 9/17	$242,420
	Opticom Emergency Vehicle Preemption	Completed 7/15	$247,623
	Safe Routes to School Non-Infrastructure	Completed 2/15	$170,000
	Eastern Avenue	Completed 7/08	$2,000,000
	ARRA Phase II Street Improvements	Completed 12/09	$415,000
	ARRA Phase I Street Improvements	Completed 2/10	$714,000
	Federal Safe Routes to School	Completed 8/12	$321,000
	Foster Bridge	Completed 1/13	$163,000
	Florence Place	Completed 2/15	$190,954
City of Coachella	Shady Lane	In Progress	$1,702,584
City of Commerce	HSIP Cycle 10 Various Signalized Intersections	In Progress	$1,689,906
	Commerce Way Pavement	Completed 4/24	$784,540
	Traffic Interconnect System Upgrade	Completed 7/22	$1,257,818
	Washington/Yates	Completed 7/18	$719,220
City of Compton	Road Repair Service	Completed 5/25	$1,959,000
City of Costa Mesa	Adams Ave and Pinecreek Project	Completed 7/25	$2,877,242

City of Cudahy	Atlantic Avenue Completed Streets Improvement Project, City Project No: STR-003	In Progress	$4,680,873
	Clean California Cycle 1	In Progress	$897,518
	ADA Door Installation Project	In Progress	$137,500
	HSIP Cycle 7 Salt Lake Avenue	Completed 2/26	$200,182
	ATP Cycle 2	Completed 3/23	$536,820
	Clara and Cudahy Park Restroom Rehab	Completed 9/20	$288,556
	ATP Cycle 1	Completed 10/17	$1,003,933
	HSIP Cycle 6	Completed 7/19	$233,000
	Bedwell Hall Re-roofing Project	Completed 11/14	$151,980
City of Culver City	La Ballona SRTS	Completed 7/22	$2,811,100
City of El Monte	Roof Replacement at Homekey M Motel	In Progress	$480,000
	Homekey Phase 2	In Progress	$13,340,394
	Project Homekey Termite Treatment	In Progress	$43,225
	Outdoor RCNG Fueling Facility	In Progress	$4,845,000
	Lower Azua Road Street Improvement	Completed 6/25	$2,194,194
	Gibson Mariposa Storm Drain	Completed 3/25	$397,381
	Homekey Phase 1	Completed 1/25	$1,890,000
	Community Center Roof	Completed 11/24	$1,504,631
	Ramona Blvd Resurfacing	Completed 7/23	$2,949,718
	Budget Inn	Completed 7/23	$964,130
	CF-004 (Mahammad Saleh)	Completed 7/23	$215,750
	Regional Bicycle Commuter Access	Completed 5/23	$1,031,578
	CF-002 (Professional Institute of Beauty)	Completed 1/23	$44,530
	Budget Inn Reroof	Completed 12/22	$289,720
	M Motel Mold	Completed 10/22	$39,200
	CF-001 (El Sombrero Restaurant)	Completed 6/22	$54,200
	Mountain View Park Restroom	Completed 9/20	$77,800
	Senior Center Roof Improvement	Completed 9/20	$725,100

	Fletcher "Fetch" Dog Park	Completed 10/20	$997,389
	Gibson Mariposa Park Block Wall Construction	Completed 11/20	$72,000
City of Hawaiian Gardens	Downtown Parking Structure	Completed 12/17	$1,197,425
	HSIP Cycle 8 Carson	Completed 2/25	$795,778
	HSIP Cycle 8 Norwalk	Completed 2/25	$463,765
City of Hermosa Beach	CDBG ADA Improvements	Completed 7/19	$161,100
City of Huntington Beach	5961 Oak View Streetscape Improvement	Completed 7/25	$4,288,143
City of Huntington Park	Keller Park Renovation Project - Capital Improvement Project No. 2022-04	In Progress	$1,800,000
	Emergency Operations Center	In Progress	$2,661,090
	Well 16 Improvement Project	In Progress	$1,199,379
	Pacific Blvd Lighting & Beautification	Completed 2/19	$871,707
	Splash Pad	Completed 9/17	$719,440
	Middleton SRTS	Completed 11/17	$369,740
City of Industry	Stimson Avenue Grade Crossing Improvement	Completed 4/24	$691,650
City of La Canada Flintridge	Foothill Blvd. Traffic Signal Improvements	Completed 9/25	$299,983
City of La Mirada	Road Rehabilitation along Imperial Hwy	Completed 11/23	$945,000
	Neff Historical Site Restoration - Phase II	Completed 2/24	$272,750
	Neff Historical Site Restoration	Completed 6/19	$245,454
	Traffic Signal-Artesia Blvd/Industry Circle	Completed 12/17	$206,511
	Traffic Signal-Valley View Blvd & Adoree St	Completed 1/17	$362,200
	Foster Park Street Improvements Phases 2-4	Completed 2/16	$7,302,169
	HVAC City Hall	Completed 2/14	$377,388
	Alondra/Valley View Improvements	Completed 4/12	$2,500,000
	La Mirada Boulevard Improvements	Completed 4/10	$635,000
	Beach Boulevard Improvements	Completed 2008	$635,000
City of La Puente	Local Street Resurfacing Project, Temple, Orange & Sunset	Completed 2002	$284,000
	Local Street Resurfacing Project, Sunset, Nelson and Unruh	Completed 11/03	$333,000

	Community Center ADA Improvements	Completed 9/04	$208,000
	Hacienda Reconstruction	Completed 9/04	$320,000
	City Hall Elevator	Completed 9/05	$223,000
	Safe Routes to School Sidewalk Improvements	Completed 10/05	$247,000
	Local Street Resurfacing Project, Puente & Nelson	Completed 2007	$305,000
	Senior Center	Completed 11/08	$91,587
	Local Street Resurfacing Project, Hacienda & Elliot	Completed 8/08	$224,000
	Sidewalk Improvements	Completed 9/08	$334,000
	Local Street Resurfacing Project, Hacienda & Elliot	Completed 4/09	$300,000
	Main Street	Completed 2009	$400,000
	Hacienda Blvd. Reconstruction	Completed 2009	$741,477
	Street Overlay	Completed 2009	$224,620
	Slurry Seal	Completed 3/09	$274,088
	Handicapped Ramps and Sidewalks Phase II	Completed 7/09	$341,043
	Valley Boulevard Improvement Project	Completed 2010	$317,832
	La Puente Park Sidewalk	Completed 2009	$123,066
City of Lake Elsinore	ATP Cycle 4	In Progress	$2,996,533
	HSIP Cycle 9	Completed 12/24	$1,595,295
City of Lake Forest	Senior Center Patio Cover	Completed 10/24	$428,413
	Trabuco Road Rehab	Completed 4/25	$4,668,668
City of Lakewood	Weingart Senior Center Renov	In Progress	$4,050,388
City of Lynwood	CDBG Street Improvement FY25-26	In Progress	$567,000
	Senior Center HVAC	In Progress	$180,000
	Long Beach Blvd Water Meter Upgrade	In Progress	$1,796,845.00
	Well #8	In Progress	$1,065,000
	FY25 Sidewalk Improvements	Completed 8/25	$117,238
	Urban Bike Trail Lighting Project	Completed 2/25	$207,333
	FY25 Street Improvements Project	Completed 12/25	$1,380,000

Agnes Striping Project	Completed 12/25	$189,568
Slurry Seal FY 25	Completed 10/25	$691,681
Natatorium Paint Project	Completed 10/25	$36,990
Ham Park Skate Park	Completed 9/25	$1,955,800
Imperial Highway Capacity	Completed 11/25	$3,210,461
Lynwood Park Baseball Field Lighting	Completed 6/25	$1,075,600
Annual Street Sign Replacement FY 25	Completed 5/25	$28,800
Mega Park Playground	Completed 5/25	$6,749,978
Citywide Entry Monuments	Completed 5/25	$379,000
Roof Replacement at (3) Locations - Community Center/City Hall/Senior Center	Completed 5/25	$1,567,000
Ham Park Outdoor Fitness Center	Completed 2/25	$132,001
Lynwood Park Tennis Court Resurfacing Project	Completed 2/25	$675,900
Citywide Surveillance Cameras	Completed 2/25	$373,093
Finance Department Wall	Completed 1/25	$28,000
Traffic Signal Improvements Imperial Highway and Ruth Avenue	Completed 1/25	$623,363
Water System Improvement	Completed 12/24	$1,065,380
Sewer System Improvement	Completed 9/24	$1,058,075
Priority 2 Phase 2B Street Improvements	Completed 9/24	$1,479,484
Citywide Slurry Seal Phase 4	Completed 8/24	$474,549
Street Improvement Project Wright Rd from Fernwood to Duncan Ave	Completed 8/24	$1,678,518
Large Ami Replacement	Completed 5/24	$187,000
Fire Department 147 Apparatus Bay	Completed 5/24	$84,840
Fire Department 147 Parking Lot	Completed 5/24	$53,965
HSIP Cycle 5 MLK Blvd	Completed 5/24	$295,350
Demolition of the Lynwood Park Playground	Completed 4/24	$28,000
Annual Street Name Sign Replacement	Completed 4/24	$28,800

Citywide Slurry Seal Phase 3	Completed 4/24	$607,929
Fernwood Ave Development	Completed 3/24	$2,441,020
HSIP Cycle 9 Atlantic/Carlin	Completed 2/24	$474,047
HSIP Cycle 9 Imperial/Atlantic	Completed 2/24	$429,029
Priority 2 Phase 2A Street Improvements	Completed 11/23	$1,149,000
Drywell Installation on Bullis	Completed 11/23	$28,500
Stoneacre Ave Improvements	Completed 9/23	$579,508
Yvonne Burke-John D. Ham Playground/Park Renovation	Completed 7/23	$496,009
AMI Base Station Installation	Completed 5/23	$676,840
Citywide Slurry Seal Phase 2	Completed 4/23	$299,931
Well 19 Rehabilitation	Completed 4/23	$347,189
San Carlos, San Juan, San Vincent etc. Improvement	Completed 3/23	$650,000
Sidewalk Improvement Wright Road	Completed 3/23	$556,090
Citywide Slurry Seal Phase 1	Completed 12/22	$197,136
Agnes Ave Street, Sewer and Water Improvements	Completed 5/22	$2,540,432
Agnes Avenue Roundabout Landscape; Completed; CON Cost: $25,000	Completed 5/22	$25,000
Olive St, Lynwood Rd, McMillan St Improvements	Completed 9/21	$688,841
Emergency Generator; Completed; CON Cost: $824,000	Completed 6/21	$824,000
Well No. 9 Rehab	Completed 6/21	$289,617
Alberta St. Pavement Rehab	Completed 12/21	$2,317,000
Long Beach Blvd/I-105 Fwy Interchange Curb Ramp Improvements	Completed 6/21	$277,000
Lilita St and Eve Ave	Completed 5/21	$913,525
ATP Cycle 2 Community Linkages	Completed 12/20	$2,053,967
Go Green Energy & Solar Project	Completed 11/21	$7,300,000
Sanborn Ave. & Mulford Ave. Parking Lot Improvements	Completed 3/21	$326,434
City Park T-Ball Phase 2	Completed 4/20	$15,000
Decorative Monument Signage; Completed; CON Cost: $149,000	Completed 4/20	$149,000

Palm Ave. Water Improvements	Completed 8/20	$1,113,682
Virginia Ave. Improvements	Completed 8/20	$929,412
Duncan, Edgebrook, Elmwood, Fernwood, Harris & Lavinia Pavement Rehab	Completed 11/20	$191,000
Hulme Ave. Improvements	Completed 11/20	$618,401
Peach & Le Sage Improvements	Completed 8/20	$1,712,255
City Hall North & Tenant Improvement	Completed 5/20	$795,000
Bullis Rd. Improvements	Completed 11/20	$437,000
Capistrano Ave Improvement	Completed 8/20	$781,743
Fertile St. Improvements	Completed 4/20	$181,266
Duncan Ave. Improvements	Completed 10/19	$829,000
Louise Ave. Improvements	Completed 7/19	$1,553,000
Virginia Ave. Improvements	Completed 10/19	$1,540,000
Palm Ave. Improvements	Completed 10/19	$300,000
Street Rehab & Water Main Upgrade for Birch	Completed 9/18	$1,189,000
Street Rehab & Water Main Upgrade for Beechwood Ave	Completed 11/18	$1,671,000
Bateman Hall Roof Replacement Project	Completed 5/18	$370,800
Sidewalk Improvement Project	Completed 4/18	$94,820
Emergency Reservoir/Booster Valve Replacement	Completed 6/18	$108,745
City Park T-Ball	Completed 7/18	$392,961
Long Beach Blvd Ph. 2	Completed 8/19	$3,128,879
Long Beach Blvd Ph. 1	Completed 8/19	$3,589,849
Olanda Street Improvements	Completed 1/19	$261,000
Citywide Slurry Seal	Completed 12/18	$511,000
SCADA Upgrade	Completed 12/18	$754,000
Water Distribution Sample Stations	Completed 9/18	$121,000
Thorson Ave. Water Line	Completed 8/18	$115,220
Water Well No. 5	Completed 12/17	$45,000

	Water Well No. 8	Completed 3/18	$11,221
	Water Well No. 11	Completed 9/17	$54,620
	Water Well No. 19	Completed 6/17	$54,620
	Bus Stops Improvements	Completed 4/17	$370,917
	City Hall Annex	Completed 10/17	$5,472,000
	HSIP Pedestrian Improvements	Completed 10/17	$412,000
	Street & Water Main Improvement Wisconsin Ave	Completed 10/17	$644,496
	Street Improvement Redwood Ave	Completed 11/16	$410,458
City of Manhattan Beach	28th Street Stormwater Infiltration Project	In Progress	$26,000,000
City of Maywood	HSIP Cycle 11 - Slauson Ave and Atlantic Blvd - HSIPL-5265(018)	In Progress	$10,202,609
	52nd St & 52nd Place Sewer Improvement Project	In Progress	$696,567
	Sidewalk Rehabilitation Project FY 23-24	Completed 12/24	$81,715
	Sidewalk Improvements Phase I	Completed 9/06	$177,000
	Sidewalk Improvements Phase II	Completed 2007	$365,000
	Slauson Avenue	Completed 9/08	$287,000
City of Monrovia	Huntington Drive Improvement	In Progress	$1,400,000
City of Monterey Park	2025 Curb Ramp Improvements	In Progress	$200,000
	Potrero Grande Project - MAT Cycle 1	In Progress	$8,500,000
	Langley and Barnes Park Restroom Upgrades	Completed 8/25	$977,812
	Curb Ramp Improvements 2024	Completed 10/25	$169,000
	2022-2023 Monterey Pass Road Overlay	Completed 7/25	$1,133,912
	ATP Cycle 4 Monterey Park School and Crosswalk Safety Enhancement Project	Completed 5/24	$1,360,870
	HSIP Cycle 9 Garfield Avenue Traffic Signal Improvements Project	Completed 7/24	$428,028
	Traffic Signal Improvements HSIP Cycle 7	Completed 5/24	$1,133,550
	ADA Curb Ramps & Sidewalk Repairs	Completed 12/18	$269,450
City of Norwalk	Intelligent Transportation Systems Improvements (ITS) Along Imperial Highway From San Gabriel River to Shoemaker Avenue	In Progress	$5,754,799

	Hermosillo Park Rehabilitation (Prj No 7607)	In Progress	$49,631,712
	HSIP Cycle 7 Firestone	Completed 11/25	$1,310,500
	HSIP Cycle 7 Alondra	Completed 10/25	$1,595,850
	HSIP Cycle 7 Studebaker	Completed 5/25	$1,579,769
	HSIP Cycle 6 Studebaker	Completed 3/25	$885,613
City of Ojai	PEDESTRIAN AND BIKE SAFETY IMPROVEMENTS PROJECT: MARICOPA HWY (SR-33) ATP 02-07-168M – ATPL-5251(026)	Completed 9/25	$2,552,100
City of Ontario	2026 Spring CDBG Pavement Rehab Project	In Progress	$1,615,000
	2026 Spring CDBG Maintenance Slurry Seal and Pavement Management Project	In Progress	$750,000
City of Pico Rivera	ADA Sidewalk Improvements CIP 50131	In Progress	$224,510
	ADA Sidewalk Improvements	Completed 6/25	$142,120
	Youth Center Renovations	Completed 4/25	$799,115
	Senior Center Restroom	Completed 5/24	$442,888
	ADA City Hall	Completed 5/24	$596,900
	Senior Center ADA & Safety Improvements - Parking Lot	Completed 7/23	$322,807
	Senior Center Flooring Renovation	Completed 10/20	$92,500
	Durfee Avenue ADA Ramp Improvements	Completed 2/18	$86,750
	Commercial Façade	Completed 3/18	$126,213
	Commercial Façade	Completed 5/18	$48,180
	Citywide Roadway Improvements	Completed 5/16	$269,213
	Commercial Façade	Completed 6/14	$108,322
	La Cocina Façade Rehab	Completed 5/12	$37,511
	Beverly Boulevard	Completed 11/21	$2,400,000
City of Rancho Cucamonga	Family Resource Center Rehabilitation	In Progress	$679,000
City of Rialto	CDBG Curb, Gutter & Sidewalk Improvements	In Progress	$158,656
	Carl Johnson Center Flooring	In Progress	$153,736
	Building 400	Completed 8/25	$1,336,499

	CDBG Curb, Gutter & Sidewalk Improvements	Completed 6/25	$125,924
	CDBG Curb, Gutter & Sidewalk Improvements	Completed 2/25	$196,070
	Baseline Road Median	Completed 8/24	$1,391,338
	CDBG Curb, Gutter & Sidewalk Improvements	Completed 4/24	$120,111
	Building 300	Completed 9/23	$1,305,825
	CDBG Curb, Gutter & Sidewalk Improvements	Completed 6/23	$129,435
	Protected Left Turn Signal HSIP Cycle 8	Completed 6/22	$710,906
City of San Bernardino	Encanto Park	In Progress	$225,000
	Guitierrez Park	Completed 2/26	$900,000
	Ruben Campos Community Center	Completed 2/26	$225,000
	Pavement Rehab	Completed 12/25	$763,594
City of San Luis Obispo	Roundabout at Avila Beach Drive /Shell Beach	In Progress	$13,839,594
City of South El Monte	Systemic Safety Improvements at Signalized Intersections, SIP CYCLE 11, HSIPL-5352(025)	In Progress	$327,027
	Safe Routes To School Pedestrian Safety Project, ATP CYCLE 5, ATPL-5352(023)	In Progress	$1,794,170
	South El Monte City Hall Restroom Rehabilitation Project	Completed 2/26	$553,000
	HSIP Cycle 10 Traffic Signal Improvements at Lee & Garvey and Durfee & Peck	Completed 1/26	$437,390
	FY 24-25 Pavement Rehabilitation Project	Completed 7/25	$1,953,040
	Merced Ave Greenway	Completed 9/25	$9,098,474
	Aquatics Center Swimming Pool Replastering	Completed 5/25	$507,000
	HSIP Cycle 9 Traffic Signal Improvements	Completed 11/24	$381,707
	Santa Anita Traffic Signal Modifications	Completed 4/23	$799,782
	2020 Residential Street Rehab	Completed 7/22	$614,000
	Peck and Rush Traffic Signal & Light Modification	Completed 5/22	$609,000
	Senior Center Restroom Renovation	Completed 12/20	$76,800

City of South Gate	Swim Stadium Electronic Scoreboard Project	In Progress	$159,548
	Gardendale Tot Surfacing Improvement	In Progress	$198,100
	Citywide Residential Resurfacing Project, Phase IV (RRP IV)	In Progress	$3,638,774
	Commercial Façade Sanchez Medical Center	Completed 1/22	$46,000
	Commercial Façade South Gate Optometry	Completed 2/22	$46,000
	Commercial Façade Abel's Glass and Screen	Completed 6/22	$46,000
	Commercial Façade Mejia Income Tax & Beauty Salon	Completed 8/22	$46,000
	Commercial Façade 4096 Dr. Carmona	Completed 5/21	$41,475
	Seaborg House Relocation	Completed 4/20	$369,000
	Citywide Concrete Repairs Phase V & Walnut Street Parking Lot; Completed: October 2018; CON Cost: $687,000	Completed 10/18	$687,000
City of Temple City	Live Oak Park	Completed 2/26	$1,495,260
	Temple City Park	Completed 12/24	$287,030
	Primrose Park	Completed 7/22	$2,470,088
	Temple City Blvd	Completed 1/18	$314,500
	El Monte Ave	Completed 1/18	$1,078,400
	Rosemead Blvd	Completed 9/14	$18,000,000
	Traffic Signal-Temple City Blvd & Las Tunas	Completed 1/12	$176,000
	Freer Street Overlay	Completed 12/10	$599,000
	Traffic Signal – Ellis Lane	Completed 6/10	$112,000
	Traffic Signal – Rosemead, Longden and Broadway	Completed 1/11	$236,500
City of West Covina	Traffic Signal Improvements at Various Signalized Intersections, HSIP CYC 10, HSIPL-5253(030)	In Progress	$2,659,949
	Cortez Senior Center Roofing and HVAC	Completed 7/25	$1,395,000
	FY 2021-22 Residential Street Rehab	Completed 4/23	$1,867,200
	Friendship Park Improvements	Completed 12/22	$201,259
	Senior Center Restroom Renovation	Completed 7/22	$230,000

City of West Hollywood	Battery Backup System Improvements Phase 2	In Progress	$785,725
	Sunset/Santa Monica Fiber Loop Project CIP 2004	In Progress	$5,411,882
Metro	TO#2-17 - Public Safety Center at Wilshire/LA Cienega (C133085C1238)	In Progress	$2,397,625
	East San Fernando Valley Advanced Utility Adjustment	Completed 4/24	$9,044,350
	Division 20 Portal Widening Turnback	Completed 2/24	$431,777,000
	Metro ROC and CMF Building Generator Replacement	Completed 3/22	$1,826,600
	Cesar Chavez Transit Pavilion	Completed 6/22	$1,908,107
	MBL Track & System Refurbishment	Completed 9/20	$67,953,655
	MBL & MGL Fire Alarm and Fire Suppression Systems Retrofit	Completed 7/20	$3,258,500
	Div. 5 Re-roofing & Div. 7 Concrete Repair	Completed 3/20	$3,258,500
	Westside Purple Line Extension	Completed 10/19	$244,000,000
	Pavement Replacement at Division 7	Completed 11/18	$1,500,000
	Westside Subway Extension	Completed 1/17	$20,250,000
	I-405 & SR 134 Soundwall Packages 4&5	Completed 10/14	$18,973,000
	CNG Emergency Operators	Completed 10/14	$881,145
	Lighting Upgrade	Completed 6/13	$1,662,000
	Bus Stop Improvement	Completed 6/13	$627,000
	Division 3 Master Plan	Completed 7/12	$4,973,000
	Trash and Vegetation Removal	Completed 3/13	$4,800,120
San Gabriel River Water Committee	Water Gate Improvement	Completed 1/20	$1,217,700
		Total:	**$1,286,180,845**

EXHIBIT 'C'

Local Assistance Procedures Manual, Exhibit 10-R, Appendices A and E

Exhibit 10-R: A&E BOILERPLATE AGREEMENT LANGUAGE

(For Local Assistance Federal-Aid Projects)

NOTE TO LOCAL AGENCY - BE SURE THAT YOUR LEGAL STAFF REVIEWS AND APPROVES ALL CONSULTANT CONTRACTS BEFORE EXECUTION. THIS AGREEMENT LANGUAGE IS RECOMMENDED LANGUAGE, EXCEPT ARTICLE XXXII TITLE VI ASSURANCES (APPENDICES A AND E MUST BE PHYSICALLY INCLUDED, UNMODIFIED, IN ANY FEDERAL-AID CONTRACT AND APPENDICES B-D MUST BE PHYSCIALLY INCLUDED, UNMODIFIED, IN ANY FEDERAL-AID CONTRACT INVOLVING RIGHT OF WAY ACQUISITION). MODIFY AS RECOMMENDED BY YOUR OWN LEGAL STAFF AND TO FIT YOUR PARTICULAR REQUIREMENTS AND PROJECT.

THE FISCAL AND FEDERAL PROVISIONS ARE REQUIRED IN ALL FEDERALLY FUNDED CONTRACTS. THE ORIGINAL INTENT OF THE ARTICLE SHALL REMAIN, IF MODIFIED BY YOUR LEGAL STAFF.

THIS EXHIBIT CONTAINS FISCAL REQUIREMENTS FROM 2 CFR 200 AND IS TO BE USED FOR STATE-ONLY FUNDED CONTRACTS AS WELL.

[*Note: italic text within brackets throughout the Articles is intended for instructional purposes only*]

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ARTICLE I INTRODUCTION

A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:
(NAME OF CONSULTANT)

Incorporated in the State of (NAME OF STATE)
The Project Manager for the "CONSULTANT" will be (NAME)
The name of the "LOCAL AGENCY" is as follows:
(NAME)

The Contract Administrator for LOCAL AGENCY will be (NAME)

B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated (DATE). The approved CONSULTANT's Cost Proposal is attached hereto (Attachment #) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.

D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of LOCAL AGENCY.

E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.

F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against LOCAL AGNECY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from LOCAL AGENCY under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.

H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.

I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

[*Choose either Option 1 or Option 2*]

[*Option 1 - Use paragraphs A & B below for standard AGREEMENTs*]

A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if 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.

B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

[*Option 2 - Use paragraphs A & B below for on-call AGREEMENTs]*

A. 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 LOCAL AGENCY's Contract Administrator or Project Coordinator to determine, if 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.

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

ARTICLE III STATEMENT OF WORK

[*Insert Appropriate Statement of work including a Description of the Deliverables in the following sections. If a section does not apply to the AGREEMENT, state "Not Applicable to this AGREEMENT."*]

A. CONSULTANT Services
[*Detail based on the services to be furnished should be provided by CONSULTANT. Nature and extent should be verified in the negotiations to make precise statements to eliminate subsequent*

uncertainties and misunderstandings. Reference to the appropriate standards for design or other standards for work performance stipulated in CONSULTANT AGREEMENT should be included. Describe acceptance criteria, and if the responsible CONSULTANT/engineer shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the AGREEMENT including registration number.

Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact, or the Caltrans District Director signs the Record of Decision (see LAPM Chapter 6: Environmental Procedures, and the Standard Environmental Reference).]

B. Right of Way
[*State whether Right of Way requirements are to be determined and shown by CONSULTANT, whether land surveys and computations with metes and bounds descriptions are to be made, and whether Right of Way parcel maps are to be furnished.*]

C. Surveys
[*State whether or not the CONSULTANT has the responsibility for performing preliminary or construction surveys.*]

D. Subsurface Investigations
[*State specifically whether or not CONSULTANT has responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONSULTANT, appropriate provisions are to be incorporated. Archaeological testing and data recovery guidance can be found in the Standard Environmental Reference.*]

E. Local Agency Obligations
All data applicable to the project and in possession of LOCAL AGENCY, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

F. Conferences, Site Visits, Inspection of Work
This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the LOCAL AGENCY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

G. Checking Shop Drawings
[*For AGREEMENTs requiring the preparation of construction drawings, make provision for checking shop drawings. Payment for checking shop drawings by CONSULTANT may be included in the AGREEMENT fee, or provision may be made for separate payment.*]

H. CONSULTANT Services During Construction
The extent, if any of CONSULTANT's services during the course of construction as material testing, construction surveys. etc., are specified in the AGREEMENT together with the method of payment for such services.

I. Documentation and Schedules
AGREEMENTs where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

J. Deliverables and Number of Copies
The number of copies or documents to be furnished, such as reports, brochures, sets of plans, specifications, or Right of Way parcel maps shall be specified. Provision may be made for payment for additional copies.

ARTICLE IV PERFORMANCE PERIOD

[*A time must be set for beginning and ending the work under the AGREEMENT. The time allowed for performing the work is specified; it should be reasonable for the kind and amount of services contemplated; and it is written into the AGREEMENT. If it is desirable that Critical Path Method (CPM) networks, or other types of schedules be prepared by CONSULTANT, they should be identified and incorporated into the AGREEMENT.*]

A. This AGREEMENT shall go into effect on (DATE), contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on (DATE), unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

[*Use paragraph C below in addition to paragraphs A & B above for on-call AGREEMENTs. On-call AGREEMENTs shall be 5 years maximum.*]

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

[*Choose either Option 1, 2, 3, or 4*]

[*Option 1 - Use paragraphs A through J below for Cost-Plus-Fixed Fee Agreements*]

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of $(AMOUNT). The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.

H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed $(Amount).

J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

[*Option 2 - For Cost per Unit of Work Agreements, replace paragraphs A & B of Option 1 with the following paragraphs A, B, and C and re-letter the remaining paragraphs. Adjust as necessary for work specific to your project*].

A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.

B. The specified rate to be paid for vehicle expense for CONSULTANT's field personnel shall be $(Amount) per approved Cost Proposal. This rate shall be for fully equipped vehicle(s) specified in

Article III Statement of Work, as applicable. The specified rate to be paid for equipment shall be, as listed in the approved Cost Proposal.

C. The method of payment for this AGREEMENT, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY approved overhead rate set forth in the approved Cost Proposal. In the event, LOCAL AGENCY determines that changed work from that specified in the approved Cost Proposal and AGREEMENT is required; the actual costs reimbursable by LOCAL AGENCY may be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," of this article shall not be exceeded unless authorized by AGREEMENT amendment.

[*Option 3 - Use paragraphs A through P for Specific Rates of Compensation Agreements (such as on-call Agreements). This payment method shall only be used when it is not possible at the time of procurement to estimate the extent or duration of the work or to estimate costs with any reasonable degree of accuracy. The specific rates of compensation payment method should be limited to AGREEMENTs or components of AGREEMENTs for specialized or support type services where the CONSULTANT is not in direct control of the number of hours worked, such as construction engineering and inspection.*]

A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate.

B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.

C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.

D. After a project to be performed under this AGREEMENT is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.

E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal.

CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

F. [*Local Agency to include either (a) or (b) below; delete the other one*]

(a) Reimbursement for transportation and subsistence costs shall not exceed State rates.

(b) Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. CONSULTANT will be responsible for transportation and subsistence costs in excess of State rates.

G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.

I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.

J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.

K. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(NAME OF LOCAL AGENCY/ NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.

M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.

N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

O. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.

P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this AGREEMENT shall not exceed $ (Amount). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

[*Option 4 - Use paragraphs A through E below for lump sum agreements.*

A. The method of payment for this AGREEMENT will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article III Statement of Work. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by AGREEMENT amendment and approved by LOCAL AGENCY.

B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.

C. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.

D. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice must be submitted within sixty (60) calendar days after completion of CONSULTANT's work unless a later date is approved by the LOCAL AGENCY. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

E. The total amount payable by LOCAL AGENCY shall not exceed $(Amount).

ARTICLE VI TERMINATION

A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by LOCAL AGENCY by virtue of any breach of this AGREEMENT by CONSULTANT, and LOCAL AGENCY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due LOCAL AGENCY from CONSULTANT is determined.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII 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 LOCAL AGENCY.

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.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY 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. LOCAL AGENCY, 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.

ARTICLE IX AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

   1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

~~D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.~~

D. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

E. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. ~~This clause applies to both DBE and non-DBE subconsultants.~~

CONSULTANT must submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

F. Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

[*Choose either Method 1, Method 2, or Method 3 below and delete the other two.*]

Method 1: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Method 2: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Method 3: The LOCAL AGENCY shall hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY of the contract work and pay retainage to CONSULTANT based on these acceptances. CONSULTANT or subconsultant shall return all monies withheld in retention from all subconsultants within 15 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the LOCAL AGENCY. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT; deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

   1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the

equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov**.**

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

    a. The information contained in the payroll record is true and correct.

    b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all

reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in

violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the CONSULTANT fails to comply with all of the following requirements:

    a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

    b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

    c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

    d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants 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 forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.

B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

[*Include this article in all AGREEMENTs where federal funding will exceed ~~$150,000~~ $100,000. If less than ~~$150,000~~ $100,000 in federal funds will be expended on the AGREEMENT, delete this article and re-number the subsequent articles.*]

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

   1. No State, Federal, or LOCAL AGENCY 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.

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

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.

ARTICLE XVI 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 §11102.

B. During the performance of this AGREEMENT, 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. CONSULTANT and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. 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 LOCAL AGENCY 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. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY 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 LOCAL AGENCY shall require to ascertain compliance with this clause.

E. 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. 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. 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 LOCAL AGENCY components of the DBE Program Plan, 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.~~

ARTICLE XVII 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:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
4. 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.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) ~~PARTICIPATION~~

A. CONSULTANT, ~~subrecipient (LOCAL AGENCY),~~ or subconsultant, shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). ~~To ensure equal participation of DBEs provided in 49 CFR 26.5, the LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.~~

~~CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: https://caltrans.dbesystem.com/.~~

~~All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:~~

- ~~100 percent counts if the materials or supplies are obtained from a DBE manufacturer.~~
- ~~60 percent counts if the materials or supplies are purchased from a DBE regular dealer.~~
- ~~Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."~~

~~This AGREEMENT is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTs who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.~~

~~B. The goal for DBE participation for this AGREEMENT is _____%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10-O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.~~

~~C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.~~

~~D. Contract Assurance~~

In accordance with 49 CFR 26.13(b):

CONSULTANT, ~~subrecipient~~ or subconsultant, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT 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 LOCAL AGENCY deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions; and/or

(3) Disqualifying CONSULTANT from future proposing as non-responsible

~~E. Termination and Replacement of DBE Subconsultants~~

~~CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.~~

~~Termination of DBE Subconsultants~~

~~After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the LOCAL AGENCY:~~

~~1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.~~

2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the LOCAL AGENCY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and the LOCAL AGENCY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.
3. Submit CONSULTANT's DBE termination request by written letter to the LOCAL AGENCY and include:
    - One or more above listed justifiable reasons along with supporting documentation.
    - CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
    - The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

Replacement of DBE Subconsultants

After receiving the LOCAL AGENCY's written authorization of DBE termination request, CONSULTANT must obtain the LOCAL AGENCY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

~~The following procedures shall be followed to request authorization to replace a DBE firm:~~

~~1. Submit a request to replace a DBE with other forces or material sources in writing to the LOCAL AGENCY which must include:~~

~~a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.~~

~~b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:~~

- ~~Description of scope of work and cost proposal~~
- ~~Proposed subcontract agreement and written confirmation of agreement to perform on the Contract~~
- ~~Revised Exhibit 10-O2: Consultant Contract DBE Commitment~~

~~2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFEs to use DBE replacement firms within seven (7) days of LOCAL AGENCY's authorization to terminate the DBE. CONSULTANT may request the LOCAL AGENCY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:~~

- ~~Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment~~
- ~~Solicitations of DBEs for performance of work identified~~
- ~~Correspondence with interested DBEs that may have included contract details and requirements~~
- ~~Negotiation efforts with DBEs that reflect why an agreement was not reached~~
- ~~If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive~~
- ~~Copies of each DBE's and non-DBE's price quotes for work identified, as the LOCAL AGENCY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher~~
- ~~Additional documentation that supports CONSULTANT's GFE~~

~~The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.~~

~~F. Commitment and Utilization~~

~~The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.~~

~~The LOCAL AGENCY shall request CONSULTANT to:~~

~~1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation~~

~~2. Provide this notification before starting the affected work~~

3. Maintain records including:
   - Name and business address of each 1st -tier subconsultant
   - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
   - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.
If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold $10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the LOCAL AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders

- ~~Bills of lading~~
- ~~Invoices~~
- ~~Proof of payment~~

~~CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the LOCAL AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three months of work.~~

~~CONSULTANT must notify the LOCAL AGENCY immediately if they believe the DBE may not be performing a CUF.~~

~~The LOCAL AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional LOCAL AGENCY evaluations. The LOCAL AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The LOCAL AGENCY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the LOCAL AGENCY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the LOCAL AGENCY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.~~

~~CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of LOCAL AGENCY's request such as:~~

- ~~Proof of ownership or lease and rental agreements for equipment~~
- ~~Tax records~~
- ~~Employee rosters~~
- ~~Certified payroll records~~
- ~~Inventory rosters~~

~~Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.~~

~~If CONSULTANT and/or the LOCAL AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. LOCAL AGENCY may deny payment for the noncompliant portion of the work. LOCAL AGENCY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. LOCAL AGENCY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the LOCAL AGENCY's approval. The LOCAL AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.~~

~~If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.~~

~~H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.~~

~~I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.~~

~~J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.~~

~~K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.~~

~~L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.~~

~~For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.~~

~~M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.~~

ARTICLE XIX INSURANCE

[*Choose either Option 1 or Option 2*]

[*Option 1 - for AGREEMENT with a scope of services that may require the CONSULTANT or subconsultant to work within the operating state or Local Agency Highway Right of Way; where there would be exposure to public traffic or construction operations.*]

A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars ($1,000,000) per occurrence.

B. The Certificate of Insurance will provide:

1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to LOCAL AGENCY.
2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

[*Option 2 - for AGREEMENTs with a scope of services that will not require the CONSULTANT or subconsultant to work within the operating state or Local Agency Highway Right of Way where there would be exposure to public traffic or construction CONSULTANT operations*.]

CONSULTANT is not required to show evidence of general comprehensive liability insurance.

ARTICLE XX FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.

C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

[*Choose either Option 1 or Option 2*]

[*Option 1 - Use paragraphs A through C below for all AGREEMENTs without PS&E submittal*]

A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and [*Insert Department Head or Official*], who may consider written or verbal information submitted by CONSULTANT.

B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

[*Option 2 - Replace Paragraph B, above, with the following for AGREEMENTs requiring the submission of PS&E*]

B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

[*Add the following paragraph to all AGREEMENTs, which may require trenching of five feet or deeper*]

D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXVI OWNERSHIP OF DATA

A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of LOCAL AGENCY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, LOCAL AGENCY shall be entitled to, and CONSULTANT shall deliver to LOCAL AGENCY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to LOCAL AGENCY which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by LOCAL AGENCY.

B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of LOCAL AGENCY without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by LOCAL AGENCY for another project or project location shall be at LOCAL AGENCY's sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR

A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

[*For PS&E contracts add paragraph F, below, to paragraphs A through E, above*]

F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of LOCAL AGENCY or except by court order. If

CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, LOCAL AGENCY has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, LOCAL AGENCY's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

~~ARTICLE XXXI PROMPT PAYMENT~~

~~A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONSULTANT~~

~~The LOCAL AGENCY shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the LOCAL AGENCY shall act in accordance with both of the following:~~

~~(1) The LOCAL AGENCY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.~~

~~(2) The LOCAL AGENCY must return any payment request deemed improper by the LOCAL AGENCY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.~~

~~B. PROMPT PAYMENT CERTIFICATION~~

~~For projects awarded on or after September 1, 2023: the~~ CONSULTANT must ~~now~~ submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

ARTICLE XXXI TITLE VI ASSURANCES

APPENDICES A - E of the TITLE VI ASSURANCES

[*The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if appliable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.*

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a LOCAL AGENCY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the LOCAL AGENCY with other parties:

a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.]

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives.

Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

   i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

   ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does

hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C
CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

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).

ARTICLE XXXII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

(CONSULTANT)

(NAME) ,Project Manager

(ADDRESS)

LOCAL AGENCY:

(LOCAL AGENCY)

(NAME) , Contract Administrator

(ADDRESS)

ARTICLE XXXIII CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXIV SIGNATURES

(Name of LOCAL AGENCY)	(Name of CONSULTANT)
_____(Signature)_____	____(Signature)_____
(Name of Signer)	(Name of Signer)
Date: _____	Date: _____

CITY OF MONTEBELLO
ON-CALL BENCHLIST
PROFESSIONAL SERVICES AGREEMENT NO. 4531
WITH DCCM INFRASTRUCTURE, INC (RFP No. 26-03)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **June 24, 2026** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and DCCM INFRASTRUCTURE, INC, a California corporation (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional to provide professional labor compliance and program administration support services to the CITY; and

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

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

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

WHEREAS, the CONSULTANT responded to CITY's Request for Proposal due on May 6, 2026 ("RFP No. 26-03") as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference.

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

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

Appendices A and E as **Exhibit "C"**

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

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

SECTION 2. SERVICES / COMPENSATION.

A. The CONSULTANT shall provide to the CITY those services that are set forth fully in RFP No. 26-03 and Consultant's Proposal, attached hereto as **Exhibit "A and B"** and incorporated fully herein by this reference on an on-call, request only, basis (hereinafter "Professional Services").

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

C. CONSULTANT shall be compensated in an annual amount not-to-exceed **One Hundred Thousand Dollars ($100,000)** (the "Compensation") for the performance of the Scope of Services as set forth in **Exhibit "C"**. CONSULTANT shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONSULTANT shall not incur fees or costs which exceed the Maximum Annual Compensation without the prior written consent of the CITY.

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

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

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

SECTION 3. TERM.

This Agreement shall commence on July 1, 2026, and shall terminate on June 30, 2029 ("Date of Completion"), with an option to extend up to two (2), one-year terms; unless 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 $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 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 insurance policies 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:	DCCM INFRASTRUCTURE INC Yvette Kirrin, PE, President 1945 Chicago Avenue, Unit C2 Riverside, CA 92507 (626) 644-8058 ykirrin@dccm.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," in accordance with its instructions in the LAPM.

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

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

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

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

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

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

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

e. The CONSULTANT and its 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. <u>DEBARMENT AND SUSPENSION CERTIFICATION</u>.

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	**DCCM INFRASTRUCTURE, INC.**
Raul Alvarez, City Manager	Yvette Kirrin, PE, President
Date: _____	Date: _____

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS

- Exhibit A – RFP No. 26-03
- Exhibit B – Consultant's Proposal to RFP No. 26-03
- Exhibit C – Local Assistance Procedures Manual, Exhibit 10-R, Appendices A and E

EXHIBIT ‘A’

RFP NO. 26-03

CITY OF MONTEBELLO

REQUEST FOR QUALIFICATIONS (RFQual)

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

FOR

CITY OF MONTEBELLO, CALIFORNIA

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

Submit RFQual online via PlanetBids

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

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1. Introduction

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

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

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

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

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

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

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

2. About the City of Montebello

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

3. Proposed Scope of Work/Statement of Work

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

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

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

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

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

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

4. Submissions

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

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

5. RFQual Timeline

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

6. Non-Commitment of City

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

7. Responsibility of Costs

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

Appendix A - Proposal Format and Content

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

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

SOQ Format

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

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

1. Title Page showing the request for qualifications subject; the vendor's name; the name, address, email and telephone number of the contact person; and the date of the proposal.

2. Table of Contents identifying the items/section listed in the "Proposal Content and Format" section of this RFQual.

3. Detailed proposal following the order set forth in the "Proposal Content and Format" of this RFQual.

SOQ Content

Your response should include the following sections/information:

1. **Letter of Interest -** Please include a letter expressing your interest in being considered for the project. Include a statement regarding the vendor's availability to dedicate time, personnel, and resources to this effort. The letter of interest must include a commitment to the availability of the vendor and all key project staff during the planning period and a proposed schedule designed to meet the City's needs for the project.

2. **Project Understanding and Approach** - Please include a statement demonstrating your understanding of the proposed project. Describe your general approach to completing the project successfully, methodologies and technologies you would employ, key milestones and processes you would employ. Describe what information you would expect the City to supply.

3. **Relevant Experience** - Please include information describing your experience providing similar services for public agencies. Provide a minimum of three (3) specific examples of relevant experience. At a minimum, the vendor should provide a list of the most recent

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

4. **Sub-contractors/Sub-consultants** – If your firm works with sub-contractors/sub-consultants to perform the services described in the proposed Scope of Work/Statement of Work for the Project, please provide the name, full address for each sub-contractor, as well as the name of a contact person and phone number. If awarded, the City will need to provide written approval for any services offered by any and all sub-contractor/sub-consultant.

5. **Proposed Scope of Services** - Please provide a proposed Scope of Services, based on the Scope of Work contained in this RFQual; and discuss any ideas for modifying, clarifying, or improving the City's proposed scope of work. Provide a realistic working schedule with key deliverables, milestones, and tasks.

6. **Conflict of Interest Statement –** The vendor shall disclose any financial, business, or other relationship with the City that may have an impact upon the selection process. If the vendor does not have any such conflicts, a statement declaring such should be included in their submission.

7. **Cost Proposal –** Cost proposal should include the following:

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

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

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

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

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

9. **Redline Comments on the Professional Services Agreement Template** – Using Appendix D – Proposers are requested to review the Professional Services Agreement template provided and submit any proposed redline revisions with their response. Following the award of the RFQual, the City will evaluate all submitted redline comments in coordination with the City Attorney and will work with the selected firm(s) to reach mutual agreement on the final contract terms. Proposers must demonstrate full compliance with the City's insurance requirements as a condition of eligibility.

10. **Additional Attachments (Optional)** – Please use this section to attach any information that was not previously included identified in any other section.

Appendix B – Evaluation Criteria

PLEASE REVIEW BEFORE SUBMITTING YOUR RESPONSE

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

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

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

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

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

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

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

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

Evaluation Criteria Summary

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

Appendix C – Reference Sheet

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Appendix D – Professional Services Agreement Template

EXHIBIT ‘B’

DCCM INFRASTRUCTURE, INC. PROPOSAL

MAY 6, 2026

RFQual No. 26-03

DCCM

CITY OF MONTEBELLO
LABOR COMPLIANCE & PROGRAM ADMINISTRATION SUPPORT SERVICES

Engineering Trust Into Every Project

DCCM INFRASTRUCTURE, INC.

1945 Chicago Ave, Unit C2, Riverside, CA 92507

Yvette Kirrin, PE - President, S California

(626) 644-8058

ykirrin@dccm.com

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May 6, 2026

City of Montebello - Public Works Department
1600 W. Beverly Boulevard
Montebello, CA 90640
ATTN: Vanessa Ramos, Administrative Manager

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

Dear Ms. Ramos and Selection Committee:

DCCM Infrastructure, Inc. (DCCM) greatly appreciates the City of Montebello (City) for granting us the opportunity to submit our qualifications. The DCCM team is prepared to work under the direction of City staff to provide Labor Compliance services as needed for the duration of the contract term which is anticipated be for a three year period starting on July 1, 2026 and running through June 30, 2029.

DCCM is the team to deliver the quality, responsiveness, innovation, and value that the City of expects. This proposal will demonstrate the turn-key benefits of working with a professional labor compliance and program administration support team, **providing public outreach and drone photography services**, with unparalleled qualifications and experience, especially when it comes to our depth of knowledge regarding Public Works CIP projects in Southern California. DCCM intends to surpass your expectations through dedication to quality, professional integrity, and service excellence. Selecting DCCM for this contract will result in successfully completed projects, on time and in compliance.

Depth of Experience | For nearly two decades, DCCM has provided top-notch project management and construction support services including labor compliance for a variety of municipalities throughout Southern California including Caltrans, the Counties of San Bernardino, Riverside, and Los Angeles and the cities of Santa Fe Springs, Bellflower, Huntington Park, Imperial, Rialto, Palm Springs, La Quinta, Palm Desert, Indio, Corona, Riverside, Murrieta, Temecula, South Gate, Downey, Norwalk, and La Mirada. The DCCM team has extensive experience working with these agencies to verify compliance on federally funded and/or state/locally funded public works projects.

Benefits to the City of Montebello | DCCM has provided labor compliance services to many municipalities across Southern California so there will be no learning curve required for our staff. Our proposed team brings over 25 years of labor compliance experience to this role. This experience has given us an understanding of the unique challenges and requirements for completing Public Works construction projects in Southern California. Our expertise and familiarity with the labor compliance regulations make us well-equipped to handle the demands of any project. **Our Labor Compliance Officer, Mr. Ramon Carlos, is a former Caltrans LCO that has ensured contractors on state and federal transportation projects abide by labor laws for over 25 years.**

Miscellaneous | DCCM acknowledges Addendum 1 released via PlanetBids and has no exceptions and will adhere to the provisions described in the RFQual without modification. DCCM understands that the proposal and pricing shall remain valid for a period of no less than ninety (90) days from the date of submittal. Additionally, DCCM will carry any and all necessary insurance requirements. DCCM attests that all information submitted with this proposal is true and correct.

As DCCM Southern California's President, I have the authority to bind the company in a contractual agreement with the City of Montebello. Again, we appreciate the opportunity to submit our qualifications to you. If you have any questions, please feel free to contact me via the information in our firm profile in the Relevant Experience section of this proposal.

Sincerely,

Yvette Kirrin

DCCM Infrastructure, Inc.
Yvette Kirrin, PE
Principal-in-Charge / President, S California

LABOR COMPLIANCE UNDERSTANDING AND EXPERIENCE

DCCM understands that the City of Montebello intends to establish on-call bench contracts with qualified consultants to provide labor compliance monitoring and program administration support for federally, state, and locally funded projects. The anticipated contract term is three years, beginning July 1, 2026 and ending June 30, 2029, with options for up to two additional one-year renewals. Services will be provided on an as-needed basis and will support a wide range of capital projects and programs subject to varying funding agency requirements.

DCCM recognizes that labor compliance services must ensure full adherence to Federal and State prevailing wage laws, including the Davis-Bacon and Related Acts and California Labor Code requirements. Projects may be funded by agencies such as the Federal Highway Administration, Caltrans, SCAG, and LA Metro, and projects exceeding $500,000 are subject to the City's adopted Project Labor Agreement under Agreement No. 4202. DCCM understands its role may include assisting the City with implementation, oversight, coordination, and reporting to ensure regulatory compliance and timely fulfillment of all funding agency obligations.

DCCM understands that core labor compliance responsibilities include reviewing bid packages for proper inclusion of wage rates and reporting forms; obtaining and distributing applicable wage determinations; participating in pre-construction meetings; and providing direct technical assistance and training to prime contractors and subcontractors. Ongoing monitoring activities include review of certified payroll reports using the County's LCP Tracking System, verification of contractor registration, licensing, and debarment status, conducting on-site employee interviews, resolving payroll discrepancies, and preparing monthly labor compliance audit reports for City staff and project managers.

DCCM further understands that the City expects comprehensive programmatic and administrative support throughout the life of each project and at closeout. This includes assisting with verification of progress payments, maintaining complete and well-organized project records, preparing final documentation, and supporting outreach, planning, coordination, and performance tracking activities. DCCM recognizes the importance of close collaboration with City staff, contractors, and funding agencies to ensure continuous compliance, accurate reporting, and successful delivery of federally and state-funded programs.

UNDERSTANDING OF LAWS, REGULATIONS AND POLICIES

DCCM understands the various methodologies and approaches to best address the nuances, opportunities, and challenges of working in California. We understand how to streamline the collection, review, monitor and report certified payrolls to verify compliance with all Davis-Bacon, ARRA, state prevailing wage and labor law provisions. Our team members provided Labor Compliance and DBE monitoring services in accordance with Local, State, and Federal Ordinances, Laws, and Regulations. We understand how to streamline the collection, review, monitoring and reporting of certified payrolls to verify compliance with the California Labor Code 1770, Prop 84, SB 854, Davis Bacon, HUD, CDBG, state prevailing wage and labor law provisions, based on the following regulations:

- Department of Industrial Relations (DIR)
- Federal Highway Administration (FHWA)
- Caltrans Local Assistance Procedures Manual (LAPM)
- California Department of Housing and Community Development (HCD)
- Community Development Block Grant (CDBG) Program
- US Department of Commerce-Economic Development Administration (EDA)
- State Water Resources Control Board-Clean Water State Revolving Fund (CWSRF)
- Water Infrastructure Finance and Innovation Act (WIFIA)
- Title 49 Code of Federal Regulations, Part 26
- Disadvantaged Business Enterprise in Department of Transportation (DOT)

PROPOSER'S QUALIFICATIONS, CAPABILITIES & ORGANIZATIONAL CAPACITY

DCCM understands Public Works requires qualified labor compliance services to certify payroll report analysis and audit projects under the Community Development Block Grant (CDBG) Program. DCCM has successfully monitored and enforced labor compliance in many California cities and Caltrans Districts. Our proposed team has been responsible for educating personnel,

assisting them in monitoring, and enforcing prevailing wage requirements of applicable labor laws to verify all contractors working on government projects are in compliance with state and federal prevailing wage statutes and regulations.

Our team's labor compliance staff have dealt with all types of jobs and funding including Prop 1, Prop 84, CDBG, ARRA, HUD, federal and state dollars. All necessary documentation is submitted throughout the project. Our Lead Labor Compliance Manager has been audited on several projects. Currently, Ramon is also performing Labor Compliance Services for all types of funded projects from the state and federal government and third parties. Have been audited by agencies and all Audits have passed with no issues or concerns.

DCCM provides labor compliance services for the Community Development Block Grant (CDBG) Program funded by U.S. Department of Housing and Urban Development (HUD) administered by State of California Housing and Community Development (HCD) Department.Our team also monitors labor compliance with US. Department of Commerce-Economic Development Administration (EDA), and State Water Resources Control Board-Clean Water State Revolving Fund (CWSRF) funding sources.

DCCM monitors construction project documentation and practices to ensure compliance with State and Federal Davis-Bacon Act prevailing wage laws; and facilitates wage corrections caused by misclassifications, underreporting of man-hours, and other labor compliance errors.

DCCM's team members conduct labor compliance audits; submit annual reports to all appropriate Federal, State, and local agencies; and monitor prevailing wage compliance.

DCCM collects, stores, reviews, investigates, analyzes, verifies, and audits Certified Payroll Records, Fringe Benefit Statements, Trustee Reports, prevailing wage claims, employer training contributions, and apprenticeship paperwork to documentation and with applicable rules and regulations; issues requests for missing and revised documentation, and corresponds Prevailing Wage Compliance.

Our team of labor compliance professionals provide Labor Compliance services including compliance for Federal Highway Administration (FHWA) and Caltrans Local Assistance Procedures Manual (LAPM) projects; and implements, monitors, and enforce Davis-Bacon and Related Acts, California Labor Code, and California Code of Regulations (CCR).

DCCM conducts payroll records audits checking for payroll irregularities and employee compliance. We collect labor compliance affidavits prior to project close-out for release of final payments to contractors; conduct monthly jobsite interviews; collect and review supporting documents, including but not limited to inspector logs, job logs, timesheets, and sign-in sheets to reconcile craft work data.

Our team monitors apprentice ratios and issues notice to rectify as necessary; and notifies the contractor of missing or delinquent documents and corrective actions required. Our team understands how to streamline the collection, review, monitor and reporting of certified payrolls to verify compliance with all Davis-Bacon, ARRA, CDBG state prevailing wage and Public Works labor law provisions. Responsiveness to Project Requirements DCCM is always proactive from the beginning of each project. Prior to the pre-construction meeting we are involved and throughout the contract we maintain open communication with the contractor to be up to date and in compliance. We work together, as a team, to keep everything moving smoothly and in compliance with and in accordance with the prevailing wage laws.

Our team has experience in the following:

- Prevailing Wage
- FHWA Funding
- State Funded
- LAPM Requirements
- Department of Housing and Urban Development (HUD)
- Davis-Bacon Requirements
- SB854 Enforcement
- Certified Payroll Analysis
- LCP Tracker
- Source Document Review (Audits)
- Employee Interviews
- AB 219 Prop 84
- State and Local Compliance
- Apprenticeship Tracking

- Discrepancies, Restitution Cases
- Local Agency Compliance
- Wage Reporting
- Compliance Monitoring Unit (CMM)
- Labor Compliance Meetings
- Collaborating with Agencies
- Department of Labor (DOL)
- Local Unions
- Division of Labor Standards and Enforcement (DLSE)
- Department of Industrial Relations (DIR)
- Division of Apprenticeship Standards (DAS)
- Labor Compliance Team Experience

EXPERIENCE PROVIDING LABOR COMPLIANCE / PREVAILING WAGE SERVICES

DCCM is experienced in labor compliance services related to the administration, monitoring, and enforcement of labor standards for diverse types of projects. These include, but are not limited to FHWA, State, HUD and CDBG funded improvement projects. DCCM is involved from the start of a project to the end. DCCM starts by helping ensure that the bid packages and construction contracts include any language and documentation forms that is required for specifically funded projects. The Labor Compliance Manager attends the preconstruction meeting and informs contractors and subcontractors of all requirements to stay in compliance with state and federal provisions. Throughout the project, the Labor Compliance Manager collects, reviews, and analyzes certified payrolls to make certain that the correct prevailing wage rates are being paid. Certified payrolls are also crosschecked with inspector's dailies to help ensure that hours match the certified payrolls. Apprentices are also tracked throughout the project. We also verify that all guidelines by the Division of Apprenticeship Standards (DAS) are being met. Employee interviews are conducted on the site on a regular basis. These interviews are submitted as part of project documents. If discrepancies are found, we calculate restitution and informs the Contractor in writing of what is owed and needed to be in compliance.

DCCM's Labor Compliance Officer brings the expertise, skills, and knowledge gained from our team members successfully performing labor compliance services on over 45 projects during the past 13 years with the firm. Our team members have provided labor compliance program services in compliance with labor codes and applicable California Department of Industrial (DIR) regulations for public works contracts for more than 50 clients throughout California on various infrastructure projects.

The DCCM team ensures that our services meet, if not exceed, the City's compliance needs. Our team brings expertise in contract administration, labor relations and general administration. Our team of labor compliance professionals provides Labor Compliance services including compliance for Federal Highway Administration (FHWA) and Caltrans Local Assistance Procedures Manual (LAPM) projects.

Our staff is experienced with, but not limited to the following tasks:

- Review & Audit Certified Payroll Reports
- Attend Preconstruction Meetings
- Inform Contractors of all Labor Provisions
- Enforce SB854 Laws
- Prepare Restitution Cases
- Reconcile Inspector's Daily Work Reports to Certified Payroll
- Work with Outside Labor Compliance Agencies
- Payroll Field Audits / Employee Interviews
- Apprentice Requirements
- Prepare Federal and/or State Audits for Labor Compliance
- Maintain Labor Compliance Files
- Conduct In-house Training and Technical assistance

LABOR COMPLIANCE TRACKING SYSTEM

DCCM maintains a tracking system/Log that is updated on a weekly basis and tracks the following documents/task:

- Payrolls/Non-Performance received
- Fringe Benefits received
- Department Apprenticeship Standards forms received
- List all contractors who will perform work
- Interviews Conducted
- Apprentice hours ratios and agreements
- Contractors on site (if dailies are provided)

If requested, System/Log reports can be made available to the awarding body at any time for review.

DCCM

LEGAL FIRM NAME
DCCM Infrastructure, Inc.
(Formerly Southstar Engineering & Consulting, Inc.)

ORGANIZATIONAL STRUCTURE
C-Corporation

DATE OF INCORPORATION
June 24th, 1971

REGISTRATIONS
DIR No: 100017294
EIN No: 74-1701559

SOUTHERN CALIFORNIA REGIONAL OFFICE
1945 Chicago Avenue, Suite C-2
Riverside, CA 92507
(951) 342-3120

LOS ANGELES COUNTY OFFICE
11508 Telegraph Rd, Ste 218
Santa Fe Springs, CA 90670

CONTACT
Yvette Kirrin, PE
Principal-in-Charge / President, S California
(626) 644-8058
ykirrin@dccm.com

NATIONWIDE PERSONNEL
1100+

CALIFORNIA PERSONNEL
100+

DCCM.com

HISTORY OF THE FIRM

After nearly two decades in operation, Southstar Engineering has become a beacon of engineering innovation in Southern California. In 2024 Southstar was acquired by DCCM and integrated into the streamlined brand and remains committed to advancing the region's public works and transportation goals. Our expertise spans the gamut of infrastructure development, oversight and management, including federally funded bridges, transit systems, and local projects, underscored by a keen focus on sustainability, planning, and comprehensive design.

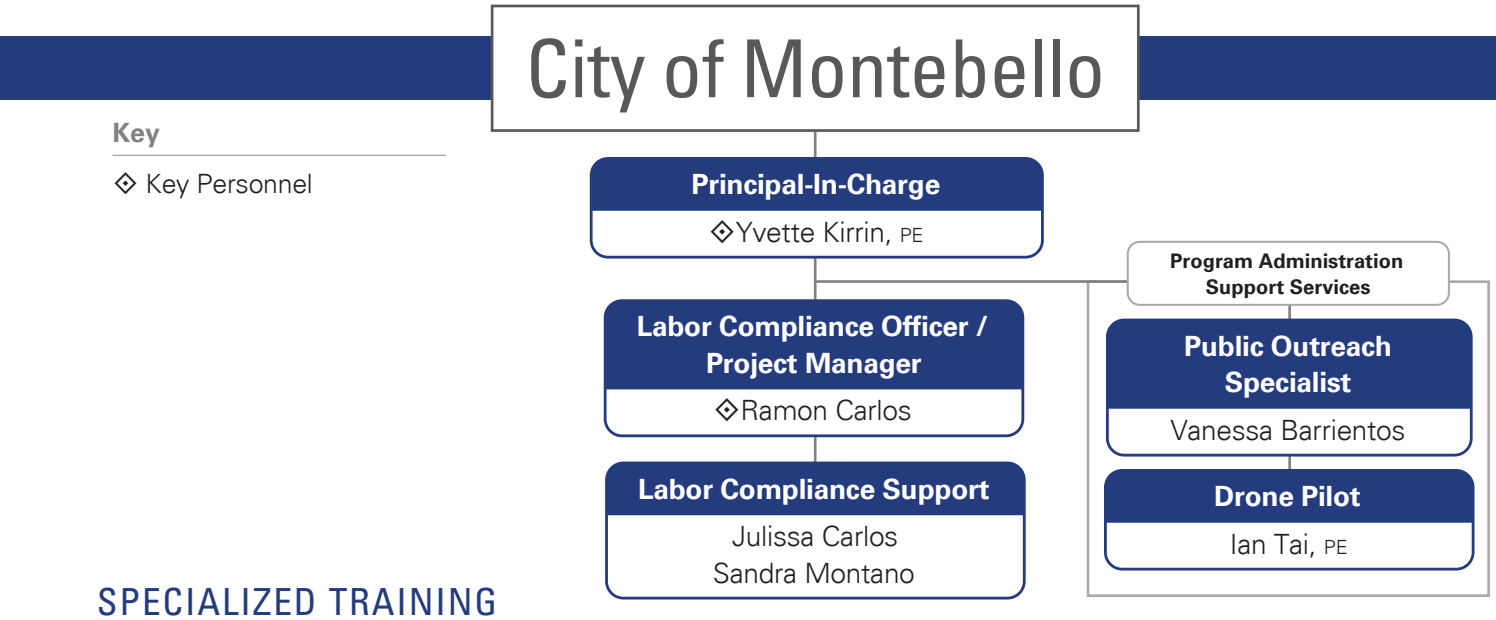
Our reputation for flexibility and ingenuity allows us to offer bespoke solutions that precisely fit each project's demands, guided by our core values of **Quality, Value, Innovation, Responsiveness, and Trust.** DCCM champions diversity, equity, and inclusiveness, drawing exceptional talent committed to not just professional excellence but also to fostering significant community values. DCCM has access to an immense depth of additional national resources, allowing us to be trusted partners in progress, ensuring the timely and budget-conscious completion of projects, and making a lasting impact on the communities we serve.

DCCM clients can be assured of the quality and professionalism of DCCM's growing staff of 1100+ employees, with extensive in-house local resources highly regarded within the infrastructure industry. The DCCM Team has assisted over 200 public agencies in the successful delivery of infrastructure projects of all sizes.

Our team makes a difference to clients and the community by continually providing superior service with the highest level of integrity. By providing client-focused services to countless state and local agencies in Southern California over the past two decades, DCCM professionals have learned the critical questions to ask, and the ideal solutions to offer. By blending innovative problem-solving skills, exceptional depth of experience, and quality project oversight and support services, DCCM consistently completes the construction of large-scale infrastructure projects on time, within budget, and with no claims. The DCCM team consistently resolves challenges by offering our clients innovative solutions that are custom tailored to each project.

ORGANIZATION CHART

Below is a roster of available staff for the City to select, as needed and specific to the project. DCCM is happy to meet with the City to determine the unique needs of the project and provide recommendations from the available roster with regard to both technical expertise and availability as well as cost considerations. DCCM understands that those designated as key personnel will be available to the extent proposed for the duration of the required services and acknowledges that no person designated as "key" shall be removed or replaced without the prior written concurrence of the City.



SPECIALIZED TRAINING

The tables below highlight the **specialized training, experience, professional competence, and certifications** that our proposed Labor Compliance Officer, Mr. Ramon Carlos, has that are directly related to this RFQual.

Labor Compliance Training	
TRAINING SPECIALTY	**YEAR OF TRAINING/ CERTIFICATION**
LCP Tracker Webinar	March 2026
DIR Public Works Seminar	August 2025
CCC PW Seminar	November 2024
DIR PW System Workshop	October 2024
LLMC Public Works Seminar	August 2024
DIR and Davis Bacon Seminar	February 2024
AGC DIR Wage Training	July 2023
AGC Davis Bacon Training	March 2021
CCC and DIR Training	September 2019
DOL Seminar	August 2019
Caltrans Public Works Course	May 2019
DIR SB 854 Training	July 2015
DIR Public Works Training	August 2012
Ongoing Annual Training - Caltrans	July 2001 - June 2010

Labor Compliance Experience	
LABOR COMPLIANCE TASK	**YEARS OF EXPERIENCE**
State Prevailing Wage Rates	25 Years
Federal Davis-Bacon	25 Years
Apprentice Tracking	25 Years
Payroll Analysis	25 Years
Withholdings	25 Years
Audits – Source Document Reviews	25 Years
SB/DVBE/DBE Tracking	25 Years
Conducting Pre-Construction Meetings	25 Years
Wage Cases	17 Years
Conducting Employee Interviews	17 Years
EEO Reporting	17 Years
DBE Goal Setting	15 Years
In-person Training	12 Years
GFE Evaluation Reviews	10 Years
Skilled Trained Workforce	6 Years
Local/Target Hiring Tracking	6 Years

RELEVANT LABOR COMPLIANCE PROJECT EXPERIENCE

DCCM brings nearly 20 years of expertise in project management and labor compliance for public works projects across California. We have extensive experience working with agencies such as Caltrans and multiple counties and cities, ensuring compliance with federally and locally funded infrastructure projects.

Our Labor Compliance Officer, Ramon Carlos, is a former Caltrans LCO and has 25 years of labor compliance experience. He specializes in state and federal wage regulations, payroll analysis, audits, and employee interviews. During Mr. Carlos' time with Caltrans, he was able to handle a simultaneous workload of approximately 80+ projects. These projects budgets ranged from $250K to $185M and varied from utilizing a few contractors to as many as 40+ contractors performing work on any given project.

DCCM's qualifications include deep knowledge of labor laws, wage compliance, and project oversight, making us highly capable of providing labor compliance monitoring services for the City. **Below are examples of our recent relevant project experience:**

GLEN HELEN PARKWAY BRIDGE

SAN BERNARDINO COUNTY | SAN BERNARDINO, CA | 2025-ONGOING

The DCCM Labor Compliance Team is currently responsible for enforcing prevailing wage requirements consisting of reviewing payrolls for prime and approximately twenty subcontractors. **Additionally, they enforced Labor Code 1720-1815 and interacted with contractors to address deficiencies and correct them in a timely and efficient manner.** This Project for San Bernardino County consists of approximately 30 contractors and so far about 140 employees who have performed work year to date.

NATIONAL TRAILS HIGHWAY AT 10 BRIDGES

SAN BERNARDINO COUNTY | AMBOY, CA | 2025-ONGOING

On this bridge project for San Bernardino County, the DCCM Labor Compliance Team enforces prevailing wage requirements on a project that consist of about a dozen different contractors performing work. Our Labor Compliance Team attended pre-construction meetings to provide prime contractors and their subcontractors with informational materials and requirements regarding prevailing wage standards and to review the labor compliance standards applicable to each bridge project. Additionally, our Labor Compliance Team ensured that contractors licenses are current and active with the California State Contractor's License Board, and they are not on a federal debarment list.

LA MIRADA CREEK PARK VEHICLE BRIDGE

CITY OF LA MIRADA | LA MIRADA, CA | 2024-2025 (COMPLETED)

The DCCM Labor Compliance Team was responsible for enforcing prevailing wage requirements consisting of reviewing payrolls for prime and approximately eight subcontractors. **Additionally, they enforced Labor Code 1720-1815 and interacted with contractors to address deficiencies and correct them in a timely and efficient manner.** This Project for the City of La Mirada consisted of approximately 135 employees.

RURAL COMMUNITY ASSISTANCE CORPORATION ON-CALL LABOR COMPLIANCE

RCAC | SACRAMENTO, CA | 2024-ONGOING

For this On-call contract, Mr. Carlos is responsible for providing all Labor Compliance required services in accordance with Local, State, and Federal Ordinances, Laws, and Regulations for various Task Orders when assigned. Projects for this contract typically involve the installation of drinking fountains in underserved schools. He regularly interacts with the awarding body prior to award to ensure language. **He communicates with contractors and discusses all requirements, including, but not limited to projects funded in whole or in part by Proposition 84 (Safe Drinking Water, Water Quality and Supply).** He works in conjunction with the Department of Industrial Relations (DIR) to create profiles and projects.

LABOR COMPLIANCE TEAM

DCCM's labor compliance team does not require sub-contractors/sub-consultants to perform the services described in the proposed Scope of Work/Statement of Work for the Project.

PROPOSED SCOPE OF SERVICES

LABOR COMPLIANCE SERVICES

DCCM has experience managing a wide range of small, medium, and large-scale infrastructure projects, which include labor compliance services such as, Labor Code enforcement, Davis-bacon, Skilled and Trained Workforce and Disadvantage Business Enterprise tracking and monitoring.

Our Labor Compliance Officer will also review, respond to, and make recommendations based on established City standards and relevant expertise on reports, plans and Specifications.

The services provided will include Labor Compliance and all prevailing wage requirements for State and Federally funded projects: interact with contractors and awarding body, attend pre-con meeting, set expectations via checklist, review payrolls, verify wage determinations, confirm PW-100, verify apprentice usage, conduct employee interviews, monitor special participation such as DVBE/DBE, provide monthly reports to all stakeholders, prepare violation sheets if applicable, review any additional reports needed to comply with other agencies. They will also communicate and incorporate field operational needs; administer all contracts associated with assigned projects including managing budgets and schedules; assist with the development of future project budgets.

QUALITY CONTROL.

The Labor Compliance Officers key to getting things done is staying organized. Every project has its own unique set of challenges. That is why creating an effective Labor Compliance team can be extremely helpful in managing all the different tasks of the project.

These tasks include, but are not limited to:

- Defining the scopes objectives
- Establishing a plan for success
- Managing risks
- Motivating and consistently communicating with the stakeholders
- Coordinating with contractors and awarding body
- Review payrolls and wages
- Interview employees monthly
- Ensuring compliance performed to the highest standard
- Dealing with wage determination changes
- Provide monthly and closeout reports
- Maintaining cheerful outlook
- Monitoring progress, changes, and issues related to prevailing wage
- Auditing services when deficiencies are found and reaching project milestones

IN-HOUSE LABOR COMPLIANCE PHILOSOPHY

In general, a good Labor Compliance Officer should identify any findings before they become an issue. Educate all on expectations throughout the project to reduce and or eliminate any confusion about how contractors are expected to comply with Labor Code requirements.

The Labor Compliance Officer will make sure that they are always available for their stakeholders for questions, training, advice, support, etc. Having monthly status meetings is also particularly important. These are necessary to discuss compliance and findings, etc. The Labor Compliance Officer will always be available for his team members during these meetings as well.

Making sure that everyone understands the expectations, goals and how they plan to achieve them is a key component of developing DCCM's Labor Compliance philosophy. This communication not only helps get all necessary tasks done on time but also allows us to collect feedback from all stakeholders.

Even with a project plan that is both detailed and thorough, there can still be unexpected changes or problems. Once an issue arises, the Labor Compliance Officer will re-evaluate the expectations to successfully overcome the problem.

DAVIS-BACON

We understand the importance of accurate cost estimating for the planning and budgeting purposes of any agency.

All our proposed Labor Compliance team have decades of experience in the enforcement of Labor Code and Davis-Bacon projects. They have performed countless successful projects and have negotiated hundreds of deficiencies for the benefit of many construction workers. Due to their current involvement in active construction projects, our Labor Compliance team have up to date and extensive information of Labor Code and Davis Bacon requirements. Our staff are ready and available to support the City in any type of project.

TOOLS AND PROCESSES

Our Team is well versed in Labor Code and Davis-Bacon requirements and processes, as well as experts in the Caltrans LAPM. We can understand and recommend solutions for any of the issues that may affect the City's scope requirements, budget, and/or schedule and efficiently implement the approved solution.

DEMONSTRATED COMMITMENT

Our past performance on our successfully completed projects is an indicator of our Team's ability to respond to the City's needs at a moment's notice and to provide continuous and stable staff support.

IDENTIFYING KEY AND/OR CRITICAL ISSUES BASED ON EXPERIENCE

In response to the City's request for identifying key or critical issues based on our firm's prior experiences, we have outlined five crucial areas that we believe may be encountered during the project management process. Drawing from our 20 years of experience in managing transportation and infrastructure projects large and small.

We have learned valuable lessons that the City can take advantage of by hiring DCCM. **To ensure the successful delivery of services, we propose the following steps to address and mitigate the risk posed by these potential issues:**

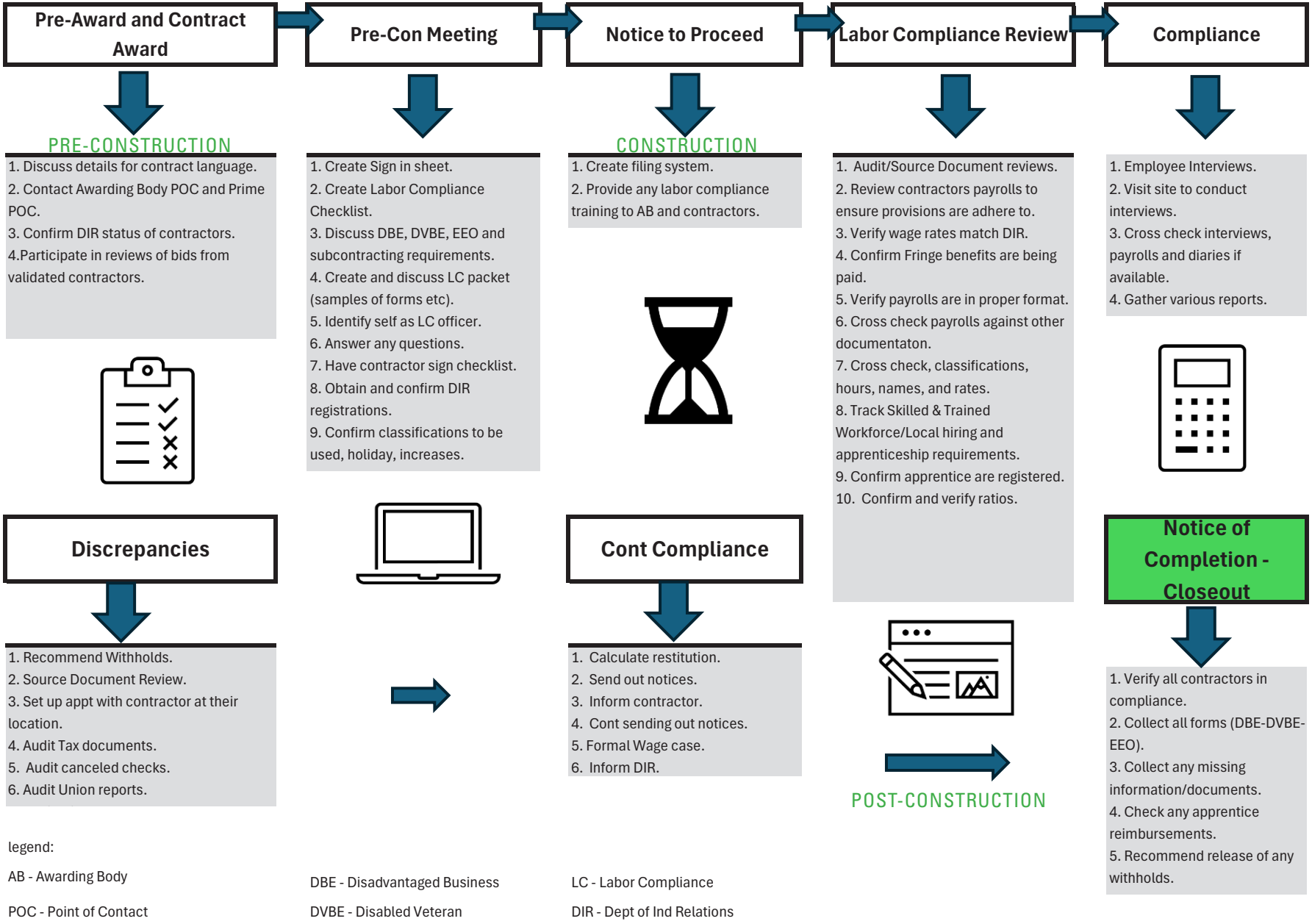
Stakeholder Communication: Effective communication with all stakeholders is critical to ensure everyone is aligned and informed. We have learned that regular, transparent, and structured communication channels help in preempting misunderstandings and conflicts. To ensure this, we will implement a comprehensive communication plan, including regular meetings, updates, and a clear escalation process for issues.

Quality Control: Maintaining high-quality standards is essential for the successful delivery of any project. We have established rigorous quality control procedures, including regular inspections, audits, and corrective action plans, to ensure that all project deliverables meet the required standards. We will continue to enforce these practices to ensure the project's success.

The key determining factors of performing labor compliance on a project is not if it has 5 employees vs 30 employees. The key factors are 1 trade vs. 30 different trades because you have to track: wages, increases, minor footnotes to each wage for each trade. It is also important to determine if laborers are Journeyman or an apprentice and if they are meeting the ratios. During projects of any size it is critical to ensure if the contractor familiar with the local rates vs. from another city and not familiar with wages. Other factors that impact compliance are the existence of a subsistence area and special program participation, tracking and substitution possibilities.

LABOR COMPLIANCE SCOPE OF WORK FLOW CHART

The graphic below demonstrates DCCM's Labor Compliance workflow that will be used to accomplish the **pre-construction, construction, and post-construction tasks** outlined in the RFQual Scope of Work:



legend:

AB - Awarding Body

POC - Point of Contact

DBE - Disadvantaged Business

DVBE - Disabled Veteran

LC - Labor Compliance

DIR - Dept of Ind Relations

CONFLICT OF INTEREST

DCCM has no conflict of interest in connection with providing the services outlined in the RFQual to the City of Montebello.

COST PROPOSAL

DCCM's cost proposal for Labor Compliance Monitoring services for the City of Montebello can be seen in the Rate Schedule below. We understand that the City is looking for Labor Compliance Monitoring services to support projects with the City of Montebello Public Works Department for a term of three (3) years from the period of July 1, 2026 through June 30, 2029, with the option to renew annually for an additional two (2) one-year extensions.

All DCCM individual rates will be provided within the billing rate per hour range shown below. Included below is a DCCM rate schedule that includes the rates for the personnel included in this proposal, as well as the general classifications for additional resources, if the City were to have an additional need and request their expertise on a project. These rates are fully burdened rates and include all overhead, benefits, etc. DCCM greatly appreciates the opportunity to submit our hourly fee schedule below.

All DCCM rates shown below are subject to annual increase of 3% pending City approval.

DCCM RATE AND REIMBURSEMENT SCHEDULE (EFFECTIVE JANUARY 1, 2026)	
POSITION TITLE	**BILLING RATE PER HOUR RANGE**
Principal-in-Charge/Project Representative	$259.00 - $359.00
Grant Specialist	$229.00 - $259.00
Grant Writer	$175.00 - $249.00
Construction Manager	$219.00 - $319.00
Structures Representative	$249.00 - $319.00
Structures Inspector	$179.00 - $239.00
Deputy Project Manager	$129.00 - $199.00
Labor Compliance	**$115.00 - $195.00**
Public Outreach Specialist	**$115.00 - $195.00**
Drone Photogrammetry	**$219.00 - $319.00**
Urban Planner	$119.00 - $260.00
Transit Planner	$139.00 - $330.00
Project Manager	$219.00 - $319.00
Project Engineer	$189.00 - $289.00
Resident Engineer	$249.00 - $369.00
Assistant Resident Engineer	$189.00 - $249.00
Construction Inspector/Electrical Inspector	$149.00 - $219.00
Right-of-Way Manager/Engineer	$219.00 - $269.00
Document Control Specialist	$79.00 - $209.00
Utilities Coordinator	$129.00 - $209.00
Scheduler	$149.00 - $235.00
Office Support	$59.00 - $149.00

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

Appendix C – Reference Sheet

Entity Name San Bernardino County

Business Address 385 N. Arrowhead Ave, San Bernardino, CA 92415

Name of Contact Andy Silao

Title Contact Engineering Manager

Telephone Number of Contact (909) 387-7921

Email of Contact asilao@dpw.sbcounty.gov

Description of Project National Trails Highway at 10 Bridges & Glen Helen Parkway Bridge

Date of Service 2025 - Ongoing

Entity Name City of La Mirada

Business Address 13700 La Mirada Blvd, La Mirada, CA 90638

Name of Contact Eric Villagracia

Title Contact Project Manager

Telephone Number of Contact (562) 902-2385

Email of Contact evillagracia@cityoflamirada.org

Description of Project La Mirada Creek Park Vehicle Bridge

Date of Service 2024 - 2025 (Completed)

Entity Name Rural Community Assistance Corporation

Business Address 3120 Freeboard Drive, Suite 201, Sacramento, CA 95691

Name of Contact Beatriz Smith

Title Contact Contract Manager

Telephone Number of Contact (916) 594-5298

Email of Contact beatriz.smith@rcac.org

Description of Project RCAC On-Call Labor Compliance

Date of Service 2024 - Ongoing

YVETTE **KIRRIN, PE**
PRINCIPAL-IN-CHARGE

FIRM
DCCM

EXPERIENCE
30+ Years in Industry
18 Years with DCCM

EDUCATION
BS, Mechanical Engineering – University of Florida

LICENSES/REGISTRATIONS
Professional Civil Engineer, CA License #C63667

BACKGROUND
Ms. Kirrin has over 30 years of extensive transportation planning, design and construction and project management. Her management expertise is in the facilitation of large transportation projects within small and large governance structures, as well as an expertise in federal, state and local funding, including working with Metro and Caltrans. She has significant experience working with diverse stakeholder groups, and she focuses on equity and inclusion for the delivery of the best projects. Yvette's technical experience includes the planning, design and construction of interchanges and freeways, multimodal complete streets, including roundabouts, and the coordination of large projects.

GATEWAY CITIES COUNCIL OF GOVERNMENTS (GCCOG)
GCCOG | LOS ANGELES COUNTY, CA | TRANSPORTATION ENGINEER

Ms. Kirrin serves as a Transportation Engineer and is responsible for the subregional technical review, oversight and program management tasks needed to facilitate Metro Measure R and Measure M funds. Additionally, she is responsible for various portions of the subregional transportation initiatives including the arterial complete streets projects and the active transportation strategic projects for the 27+ Cities/Jurisdictions. This includes the facilitation of over$1 Billion in funds. Ms. Kirrin is responsible for protecting the interests of the Cities regarding how the funds are allocated and spent, as well as responsible for communicating to the Public Works offices, City Mangers and Elected officials the status on the projects. More than 50 projects in the subregion have been coordinated and delivered, utilizing Ms. Kirrin's expertise in the areas of funding, planning, design, right of way, construction and/or construction management and inspection.

CITY OF SANTA FE SPRINGS STAFF AUGMENTATION
CITY OF SANTA FE SPRINGS | SANTA FE SPRINGS, CA | INTERIM PUBLIC WORKS DIRECTOR

Ms. Kirrin recently served as the Interim Public Works Director for the City of Santa Fe Springs, where her duties include the management of multiple managers and divisions, coordination with the City Council and the oversight of large-scale subregional projects. She still represents the City as their Project Manager for the Rosecrans/Marquardt Grade Separation Project. Responsible for coordination with Metro, BNSF, other City Staff, and Caltrans in the review of plans, processing of Section 190 invoices, Right of Way vacations, water line relations and flagging.

SERVING AS PRINCIPAL-IN-CHARGE FOR:
- City of Norwalk – On-Call Staff Augmentation Services
- City of Norwalk – On-Call Grant Writing Services
- City of Bellflower On-Call PM, CM & Inspection
- City of La Mirada On-Call CM & I
- City of Commerce – On-Call CM & I
- City of Santa Fe Springs – On-Call Engineering

ZONE 4 AND ZONE 31 PAVEMENT REHABILITATION PROJECTS
CITY OF NORWALK | NORWALK, CA | PRINCIPAL-IN-CHARGE

Ms. Kirrin served as Principal-in-Charge of the Zone 4 and Zone 31 Pavement Rehabilitation Projects. Project included over 100 each Curb Ramp replacements, Asphalt Paving and Slurry seal of local streets.

STUDEBAKER AT HALCOURT TRAFFIC SIGNAL MODIFICATION
CITY OF NORWALK | NORWALK, CA | PRINCIPAL-IN-CHARGE

DCCM provided construction management and inspection services on this $491,091 project for the City of Norwalk that consisted of mediation and replacement of ADA Ramps, replacement and modifications of Traffic Signals and restoration of Striping and sidewalk. The project features Signalized Intersection for the Specific purpose of the Studebaker Elementary School. DCCM did this within the allotted time frame and within budget.

RAMON **CARLOS**

LABOR COMPLIANCE OFFICER / PROJECT MANAGER

Available: As Needed up to 100%

FIRM
DCCM

EXPERIENCE
25 years in Industry
13 years with the Firm

SKIILS
Bilingual – Spanish
Contract Administration

BACKGROUND
Mr. Carlos has been a labor compliance officer since 2002 to present with the public sector as well as private sector. He served as a Labor Compliance officer with Caltrans from 2002-2010. From 2010-2016 he served as the Disadvantaged Business Enterprise Program Manager for Caltrans where he oversaw the goal setting of Federal contracts and participated in good faith effort review committee. He takes on highly challenging positions and projects, and with his energy, initiative, and ability to implement and administer programs, delivers successful assignments that have built his reputation in our industry as one of the best labor compliance officers in the Inland Empire.

GLEN HELEN PARKWAY BRIDGE

SAN BERNARDINO COUNTY | SAN BERNARDINO, CA | LABOR COMPLIANCE OFFICER

The DCCM Labor Compliance Team is currently responsible for enforcing prevailing wage requirements consisting of reviewing payrolls for prime and approximately twenty subcontractors. Additionally, they enforced Labor Code 1720-1815 and interacted with contractors to address deficiencies and correct them in a timely and efficient manner. This Project for San Bernardino County consists of approximately 30 contractors and so far about 140 employees who have performed work year to date. Our Labor Compliance Officer provided monthly reports to all stakeholders to address potential findings. He also attends weekly meetings to provide updates to teams to keep all aware of status.

NATIONAL TRAILS HIGHWAY AT 10 BRIDGES

SAN BERNARDINO COUNTY | AMBOY, CA | LABOR COMPLIANCE OFFICER

On this bridge project for San Bernardino County, Mr. Carlos enforces prevailing wage requirements on a project that consist of about a dozen different contractors performing work. He attended pre-construction meetings to provide prime contractors and their subcontractors with informational materials and requirements regarding prevailing wage standards and to review the labor compliance standards applicable to each bridge project. Additionally, he ensured that contractors licenses are current and active with the California State Contractor's License Board, and they are not on a federal debarment list. He conducts and compares required employee Interviews at jobsite, provided Payroll Analysis with different funding sources, cross-checked payrolls with Diaries ensuring classifications and hours are correct, notified the State of delinquent or inadequate payrolls, ensured SB854 uploads to Department of Industrial Relations, prepared and submits monthly, semi-annual and final reports, apprentice certification and tracking per DAS Requirements, verifies Union deposits, and training fees to California Apprenticeship Council.

CREEK PARK VEHICLE BRIDGE

CITY OF LA MIRADA | LA MIRADA, CA | LABOR COMPLIANCE OFFICER

Enforcing prevailing wage requirements consisting of reviewing payrolls for prime and approximately eight subcontractors. Enforcing Labor Code 1720-1815. Interact with contractors, addressing deficiencies and correcting in a timely and efficient manner. **Project consisted of approximately 135 employees.** He provided monthly reports to all stakeholders addressing potential findings.

RCAC – WATER FILTRATION IMPROVEMENTS

VARIOUS SCHOOL LOCATIONS | CA STATEWIDE | LABOR COMPLIANCE OFFICER

Labor Compliance Officer. Responsible for providing all Labor Compliance required services in accordance with Local, State, and Federal Ordinances, Laws, and Regulations. Interact with awarding body prior to award to ensure language. **Communicated with contractors and discuss all requirements, including, but not limited to projects funded in whole or in part by Proposition 84 (Safe Drinking Water, Water Quality and Supply)** and worked in conjunction with the Department of Industrial Relations (DIR) and creating profiles and projects.

RAMON **CARLOS** LABOR COMPLIANCE OFFICER

RIVERSIDE AVE. SOUTH RECONSTRUCTION

CITY OF RIALTO | RIALTO, CA | LABOR COMPLIANCE OFFICER

Responsible for providing all Labor Compliance required services in accordance with State, and Federal Ordinances, Laws, and Regulations through the Department of Public Works (DPW), including, but not limited to projects funded in whole or in part by Federal funds and worked in conjunction with the Department of Industrial Relations (DIR) on all SB-854 effected project. I reviewed documents submitted from all contractors which included: payroll, fringe benefits, apprentice requirements, DBE utilization. Collected final affidavits to closeout. **Projects consisted of about 20+ contractors and approximately 32000-man hours.**

I-15 CONGESTION RELIEF IMPROVEMENT PROJECT

CITY OF TEMECULA | TEMECULA, CA | LABOR COMPLIANCE OFFICER

The Labor Compliance task consisted of reviewing payrolls for prime and subcontractors. Enforcing Prevailing wage and Labor Code 1720-1815. Interact with prime on addressing deficiencies and correcting. **Project consisted of up to twenty different contractors, working crews of approximately 120 employees.** He provided monthly reports to all stakeholders addressing potential findings.

AS-NEEDED LABOR COMPLIANCE CONSULTANT SERVICES

CALIFORNIA DEPARTMENT OF WATER RESOURCES | STATEWIDE, CA | LABOR COMPLIANCE OFFICER

Labor Compliance Officer responsible for assisting the State with activities needed to ensure that workers employed by States contractors and their subcontractors are hired and paid in compliance with all applicable labor standards. **Duties included attending pre-construction meetings to provide contractors and their subcontractors with informational materials and requirements regarding labor compliance standards and to review the labor compliance standards applicable to each project.** Ensured that their licenses are current and active with the California State Contractor's License Board, and they are not on a federal debarment list. Conducted Employee Interviews at jobsite, provided Payroll Analysis with different funding sources, cross-checked payrolls with Diaries ensuring classifications and hours are correct, notified the State of delinquent or inadequate payrolls, ensured SB854 uploads to Department of Industrial Relations, prepare and submit all monthly, semi-annual and final reports, apprentice certification and tracking per DAS Requirements, verified Union deposits, and training fees to California Apprenticeship Council. Also tracked Skilled and Trained Workforce (STW).

ATEN BLVD REHABILITATION PROJECT (VILORE WAY & OLD SR86)

CITY OF IMPERIAL | IMPERIAL, CA | LABOR COMPLIANCE OFFICER

Responsible for enforcing prevailing wage on project that consist of about twelve different contractors performing work. Attended pre-construction meetings to provide contractors and their subcontractors with informational materials and requirements regarding labor compliance standards and to review the labor compliance standards applicable to each project. Ensured that their licenses are current and active with the California State Contractor's License Board, and they are not on a federal debarment list. **Conducted Employee Interviews at jobsite, provides Payroll Analysis with different funding sources, cross-checking payrolls with Diaries ensuring classifications and hours are correct, notifying the State of delinquent or inadequate payrolls, ensured SB854 uploads to Department of Industrial Relations**, prepare and submit all monthly, semi-annual and final reports, apprentice certification and tracking per DAS Requirements, verifies Union deposits, and training fees to California Apprenticeship Council.

I-215 HOLLAND RD OVERCROSSING AND CENTRAL PARK AMPHITHEATRE PROJECTS

CITY OF MENIFEE | MENIFEE, CA | LABOR COMPLIANCE OFFICER

Labor Compliance Officer responsible for managing labor compliance effort, evaluates, monitors, and enforces prevailing wage requirements on various construction projects. Conducted onsite interviews to determine wages paid to workers and prevailing wage compliance orientations with subcontractors being monitored on the awarded task order, to ensure their understanding of prevailing wage requirements and their prevailing wage obligation. **Maintained all labor compliance records, helped field personnel and Contractors, conducted field interviews and investigations.**

PROFESSIONAL SERVICES AGREEMENT

We understand that following the award of the RFQual, the City will evaluate all submitted redline comments incoordination with the City Attorney and will work with the selected firm(s) to reach mutualagreement on the final contract terms. DCCM has reviewed the Professional Services Agreement Template provided by the City and has no exceptions and will adhere to the provisions described in the RFQual without modification.

CERTIFICATE OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/30/2025

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

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

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	**CONTACT NAME:** **PHONE (A/C. No. Ext):** (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105 **E-MAIL ADDRESS:**
INSURED Southstar Engineering and Consulting Inc 1945 Chicago Ave Ste C2 Riverside CA 92507-2369 USA	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A:** HDI Specialty Insurance Company 16131 **INSURER B:** **INSURER C:** **INSURER D:** **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** 570113916710 **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	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	☐ 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 ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	
A	Architects & Engineers Professional			PID6558401S Claims Made SIR applies per policy terms & conditions	06/30/2025	06/30/2026	Per Claim Limit Aggregate Limit	$10,000,000 $10,000,000

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

Evidence of insurance.

CERTIFICATE HOLDER

Southstar Engineering and Consulting Inc
1945 Chicago Avenue, Suite C2
Riverside CA 92507-2369 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 Services Northeast, Inc.

Holder Identifier :

Certificate No : 570113916710

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CERTIFICATE OF INSURANCE (CONTINUED)

Client#: 189537 DCCMLLC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/26/2025

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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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Michelle Wolfe	
Propel Insurance 1201 Pacific Avenue; Suite 1000 COM Middle Market Tacoma, WA 98402-4321	PHONE (A/C, No, Ext): 800 499-0933	FAX (A/C, No): 866 577-1326
	E-MAIL ADDRESS: michelle.wolfe@propelinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : American Guarantee and Liability Ins.Co	26247
INSURED Southstar Engineering and Consulting Inc DCCM, LLC 1945 Chicago Ave, Unit C2 Riverside, CA 92507	INSURER B : Zurich American Insurance Company	16535
	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/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GLO872027302	06/30/2025	06/30/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	X BI/PD Ded:2,000						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			BAP872027402	06/30/2025	06/30/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			SXS808437602	06/30/2025	06/30/2026	EACH OCCURRENCE	$10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		WC872027202	06/30/2025	06/30/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

Evidence of Insurance

CERTIFICATE HOLDER	CANCELLATION
Evidence of Insurance	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 Mitchell R.

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PROGRAM ADMINISTRATION SUPPORT SERVICES

The following section contains additional relevant services that DCCM can provide the City as needed.

BILINGUAL IN-HOUSE PUBLIC OUTREACH

DCCM's comprehensive in-house Public Relations Division works in tandem with our Construction Management Division. Our team excels at developing and executing comprehensive, effective, and successful Public Outreach Programs.

Vanessa Barrientos Bilingual, with over 20 years of experience, has successfully developed and implemented customized bilingual public awareness campaigns for more than $4.9 billion in high-profile projects throughout Southern California. **Vanessa's technical expertise empowers her to educate the community effectively, earning their support as they grasp the project's process.**

"VANESSA BARRIENTOS IS AN ASSET TO ANY TEAM. SHE SETS THE BAR WHEN IT COMES TO PR. SHE IS DEPENDABLE AND MAKES HERSELF AVAILABLE. SHE HAS EXCELLENT CUSTOMER SERVICE. AS AN ADDED BONUS SHE HAS GREAT TECHNICAL KNOWLEDGE WHICH HELPS IN DISCUSSIONS WITH CONTRACTORS AND RESIDENTS. YOU WILL BE GLAD YOU ADDED HER TO YOUR TEAM. "

ART CERVANTES, PMP - CITY OF RIALTO
ENGINEERING MANAGER
ENGINEERING SERVICES DEPARTMENT.

Public Outreach Goals for every project:

- **Transparency:** Ensure transparency with Project Updates for Stakeholders and the Community
- **Communication:** Maintain consistent, two-way communication
- **Questions:** Proactively address questions and concerns to foster trust
- **Safety:** Implement safe and convenient traffic detours

COMMITMENT TO EFFECTIVE COMMUNICATION

Our committed team guarantees that residents, businesses, and the community receive accurate information about these projects promptly and affordably. We tailor our communication platforms to meet the unique needs of communities and businesses, aiming to reduce any disruptions for both the community and traveling public, who play an essential role in the success of all projects. Ms. Barrientos's expertise in conveying technical design and engineering concepts is an invaluable resource throughout the contract period.

IN-HOUSE PUBLIC OUTREACH SERVICES

Our In-house Experts Specialize in:
- Public Outreach Plans
- Pre-Construction Outreach
- Construction Outreach
- Post Construction Outreach
- Safety Outreach
- TCE Outreach
- Construction Meetings Outreach
- Door-to-Door Outreach
- Reconnaissance Reports
- Quality Control Process
- Staging Plans Review
- Communication Logs

Communication Tools
- Dedicated Website
- Dedicated Email
- Dedicated Helpline
- Text Message
- Progress Videos
- Social Media Content
- Drone Photogrammetry
- Translation and interpretation services
- City Webpage Content Delivery

Collateral Material
- Project Logo
- Weekly Construction Notices
- Factsheet
- Business Posters
- Wayfinding Signs
- Detour Maps
- Business Cards

Event Planning
- Groundbreaking Ceremony
- Ribbon Cutting Ceremony
- Community Meetings
- Neighborhood Meetings
- City Events - Booths

VANESSA **BARRIENTOS**

PUBLIC OUTREACH MANAGER

Vanessa Barrientos has **over 20 years** of developing and executing tailored public awareness campaigns for **over $4.6 billion high-profile infrastructure projects** with a cost-effective approach by establishing goals, objectives and budgets. She encourages open conversation and facilitating the access of project information. Top priorities are safety and engaging the community in an open conversation and facilitating the access of project information.

- CITY OF SANTA FE SPRINGS - ON-CALL PUBLIC OUTREACH SERVICES
- CITY OF SANTA FE SPRINGS - MEASURE SFS PROGRAM - PUBLIC OUTREACH
- LA METRO ROSECRANS / MARQUARDT GRADE SEPARATION - PUBLIC OUTREACH
- GATEWAY CITIES COUNCIL OF GOVERNMENTS - FIBER OPTIC NETWORK - PUBLIC OUTREACH FOR 24 CITIES

AWARDS

ASCE OC Branch Awards | Construction Project of the Year

Gold Award, MarCom Awards | Communication Program

Finalist, Public Relations Society of America, 50th Prism Awards, Community Relations

EDUCATION

BS, Criminal Justice – CSU, San Bernardino

EXPERIENCE

20 years in Industry
10 years with the Firm

PUBLIC OUTREACH FLOW CHARTS

PUBLIC OUTREACH QUALITY CONTROL - WEEKLY NOTICES AND VIDEOS

DCCM provides dependable and accurate information for the public.

1. ***CONSTRUCTION MEETING***
   Review the three-week look-ahead schedule, pose any questions, pinpoint construction activities, and formulate a strategy.
2. ***DEVELOP NOTICE /VIDEO***
   Develop content for notice, determine map changes, and photos for video.
3. ***TRANSLATE***
   Translate the notice, map, and video slides.
4. ***REVIEW PROCESS***
   Initially, the RE or CM will perform a review and grant approval, after which the City staff will also conduct their review and provide their approval.

REVIEW PROCESS: Make changes in English and Spanish. Resubmit to CM/RE or City.

5. ***FINALIZE NOTICE AND VIDEO***
   - Notice and Map: Make final comments.
   - Translation: Translate final comments.
   - Video: Move to Vimeo and prepare links.

DISSEMINATE TO CITY

7. DCCM emails the City Staff the approved collateral.
   - Notices PDF's or Images
   - Video links or embed code
   - Social Media images with links.
   - Hand delivery/One-on-one meetings

7. ***DISSEMINATION TO PUBLIC***
   MONTEBELLO
   - Webpage or Dedicated Website
   - Database: Email blast.
   - Social Media Content and video.
   - City newsletters
   - Interdepartmental notifications

WHY THE CITY NEEDS DCCM

DCCM Public Outreach
- Collaborates with PW/contractor
- Obtains necessary approvals
- Responds to helpline inquiries
- Addresses email questions
- Conducts one-on-one field meetings

City Communication
- Web/SM posting
- Time-saving approach

DEDICATED HELPLINE/EMAIL FLOW CHART

DCCM will receive the calls and emails.

1. **PR TEAM IS INFORMED**
   Stay informed about the latest construction activities and closures.
2. **RECEIVE CALL OR EMAIL**
   Helpline number is forwarded to a cell phone. Calls can be answered 24/7
3. **LISTEN TO THIER CONCERNS OR QUESTIONS**
4. **PROVIDE ANSWERS TO THEIR QUESTIONS.**
   ADDITIONAL INFO/FIELD SUPPORT
   - One-on-one meeting
   - Review plans/spec/TC
   - Take photos
5. **RESPOND WITH ADDITIONAL INFORMATION**
   - Call or email the information.
6. **LOG AND CLOSE THE CALL**
   - Log the inquiry in Excel .
   - Monthly Communication log is emailed to the CITY.

3. **RECEIVED A CALL/EMAIL FROM AN MAJOR EVENT**
   - Provide project information.

ONE-ON-ONE MEETING
- Discuss event logistics.
- Project current TC or road conditions.
- Develop plan for event.

"**BE COLORFUL** because Engineering is Black and White."
— Vanessa Barrientos

SAMPLE PUBLIC OUTREACH MATERIALS

The following pages contain Sample Public Outreach Materials of flyers that have been made and distributed by the DCCM Public Outreach team.

Regional FIBER OPTIC Network

A Gateway Cities Council of Governments Project (GCCOG)

PROJECT FACTSHEET

The Gateway Cities Council of Governments' (GCCOG) Gateway Cities Fiber Optic Network Project, will expand fiber optic infrastructure, aiming to establish a new regional fiber network to address the digital divide and provide high-speed internet access. The project involves building significant lengths of fiber optic cable and interconnecting with existing networks to benefit communities and businesses in the region.

The $104 million broadband infrastructure project will provide high-speed internet access to 24 underserved cities while also reaching 4,200 underserved locations in South Los Angeles County.

24 CITIES

125 ROUTE MILES

PARTNERS

- Gateway Cities Council of Governments (GCCOG)
- California Department of Technology (CDT)

FUNDING

Through a partnership with the CDT, the project is utilizing funding from the State Middle Mile Broadband Initiative and a grant award from the CPUC managed Last Mile Federal Funding Account.

CONSTRUCTION

Overall Project Schedule: September 2025 through December 2026 (All Cities)

CITIES

Artesia	Lakewood
Bell	Long Beach
Bell Gardens	Lynwood
Bellflower	Maywood
Cerritos	Montebello
Commerce	Norwalk
Compton	Paramount
Cudahy	Pico Rivera
Downey	Santa Fe Springs
Hawaiian Gardens	Signal Hill
Industry	South Gate
La Mirada	Whittier

WEBPAGE

https://www.gatewaycog.org

outreach.info@dccm.com

562-286-9199

LITTLE LAKE PARK
Parking Lot Improvements

CONSTRUCTION NOTICE
October 3 - 6, 2023

Dates	Construction Activities
• 72 Hours before October 2	• "No Parking" signs will be posted. Do not leave your vehicle in the parking lot on Monday, October 2. **Your vehicle will be subject to towing.**
• Monday, October 2	• Close and install the construction fence around the parking lot.
• Tuesday - Friday, October 3-6	• Pulverize and remove the existing asphalt.

What to Expect During Phase 1 Construction	
• Closed Parking Lot Construction Fence	• The **parking lot will be fully closed during construction.** Vehicles and workers will be entering and exiting during construction hours. Do not enter into the construction zone. Emergency services will have access.
• Visit the Park!	• The park and facilities will remain OPEN during construction. Park and walk around the construction site to reach your destination.
• Park Community Services	• All City park community services will continue as normal.
• Batting Cages and Temporary Parking	• Batting cages will remain open during normal business hours. Temporary designated parking will be available on Pioneer Blvd. Signs will be posted.
• Dust Control	• Water trucks will be used to maintain dust control during construction.
• Temporary Pedestrian Path	• A temporary pedestrian path will be available to the batting cages.

BE READY. BE INFORMED

Working Hours:
Monday – Friday
8:30 am – 3:30 pm, except holidays.

Overall Schedule:
October 3 - January 2024

Contact Us:
(562) 256-1302
Hablamos Español
vanessabarrientos
@santafesprings.org
santafesprings.org

SCAN ME

2025-2026 RESIDENTIAL CONCRETE IMPROVEMENT PROJECT

FACTSHEET-AREA 1

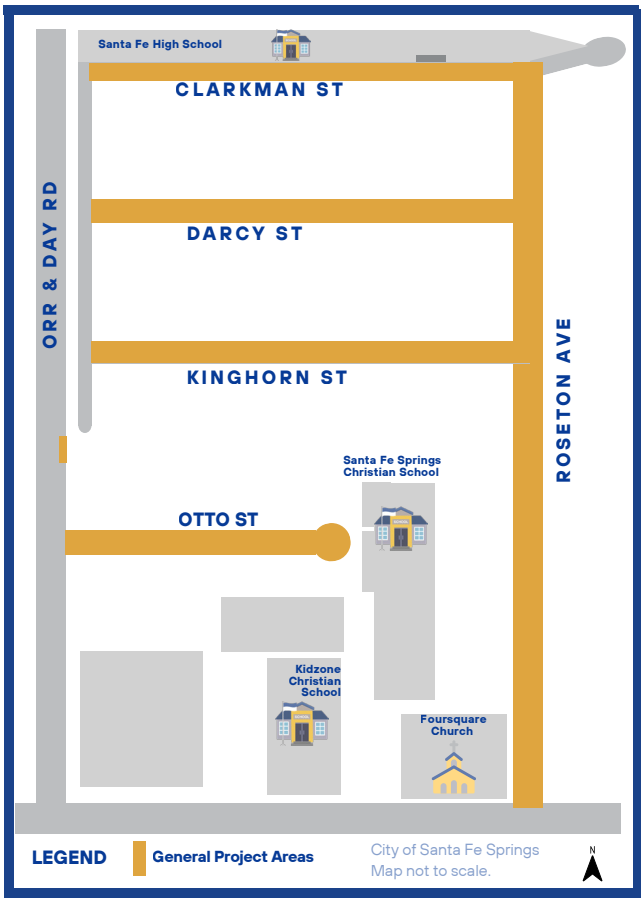
SANTA FE SPRINGS

ABOUT THE PROJECT

The City of Santa Fe Springs is set to repair the damaged sidewalks, driveway aprons, curb ramps, and curb & gutter within the shown residential neighborhoods. The infrastructure enhancements will repair the damaged areas of the residential streets and beautify the neighborhood.

PROJECT LIMITS

- **Clarkman Street**
- **Kinghorn Street**
- **Otto Street**
- **Darcy Street**
- **Roseton Avenue**
- **Orr & Day Road**



WHAT TO EXPECT

- **"No parking"** signs will be posted. Please read the dates and times of the restrictions.
- **Sidewalk closures** or restrictions will be needed. Sidewalk detour signs will be posted.
- **Driveway apron** reconstruction will be coordinated with the property owner. Concrete curing (dry time) may require the driveway apron to remain closed. We ask that you park on the street and walk to your home.
- **Street sweeping** will continue as normal. Citations will NOT be issued during construction.
- **Trash collection** will continue as normal.

PROJECT DETAILS

Schedule: March 2 to Late April 2026
Schedule is subject to change.
Working Days and Hours:
Monday – Friday from 8 am – 4 pm, excluding holidays.
Contractor: CJ Concrete Construction, Inc.

WEBSITE

(562) 256-1302

vanessabarrientos@santafesprings.gov

RESIDENTIAL STREET IMPROVEMENTS
SOUTH OF FLORENCE AVE (TRIANGLE)
LONGWORTH AVE
(ORR & DAY TO HARVEST AVE)

AVISO DE CONSTRUCCIÓN

Vie. 14 de julio y lun. - Vie. 17-21 de julio

CONSTRUCTION ACTIVITIES	
1 viernes, 14 de julio avenida Maidstone, avenida Flallon, calle Quinn, calle Muller y calle Buell	• Las cuadrillas cubrirán las calles con asfalto nuevo.
2 lunes, 17 de julio avenida Roseton, calle Cecilia, avenida Ringwood y avenida Jersey	• Los equipos continuarán cubriendo las calles con asfalto nuevo.
3 martes, 18 de julio avenida Longworth, avenida Gard, calle Lakeland y avenida Ringwood, • avenida Florence en dirección este (al oeste de avenida Roseton)	• Los equipos continuarán cubriendo las calles con asfalto nuevo. • Las cuadrillas molerán y pavimentarán la avenida Florence en dirección este (al oeste de la avenida Roseton).

NO PARKING

¿TU CALLE ES LA PRÓXIMA? VERÁ SEÑALES DE "NO ESTACIONAR" A LO LARGO DE LA ACERA.

- Se colocará un letrero de "No estacionar" cuando el contratista comience a trabajar en su calle.

QUÉ ESPERAR DURANTE LA CONSTRUCCIÓN

- **Estacionamiento**: El estacionamiento en la calle puede estar restringido durante el trabajo en la calzada y la acera. Se publicarán señales de No estacionarse. Es posible que deba estacionar su vehículo en otra calle.
- **Barrendera:** El barrendero de calles continuará por las calles que no estén en construcción en el día designado para barrer las calles. ISi su calle está en construcción y tiene que estacionarse en otra calle, estacione en la siguiente calle o la más cercana a su calle. La barredora de calles no barrerá las calles adyacentes a las calles en construcción. Si recibe una citación, contáctenos al (562) 256-1302.
- **Restricciones de carril**: Es posible que se necesiten restricciones durante el trabajo. El acceso se proporcionará en todo momento. Siga todas las señales publicadas.
- **Calzadas:** Las calzadas residenciales (avda Maidstone) pueden estar restringidas y el equipo coordinará este trabajo con el dueño de la propiedad para brindar acceso.
- **Tiempo extra:** Permita tiempo extra al salir de la comunidad para llegar a su destino a tiempo.
- **Control de polvo**: Se utilizarán camiones de agua para mantener el control del polvo durante la construcción.

Calendario:
en curso – agosto 2023
Clima Pendiente.

Costo: Más de $1 millón, financiado Financiamiento: Fondo de mejora de capital del impuesto a los usuarios de servicios públicos (UTU)

Horas de trabajo: Lunes Viernes
8:00 am – 4:00 pm, Excepto días festivos.

Contratista: R. J. Noble Construction

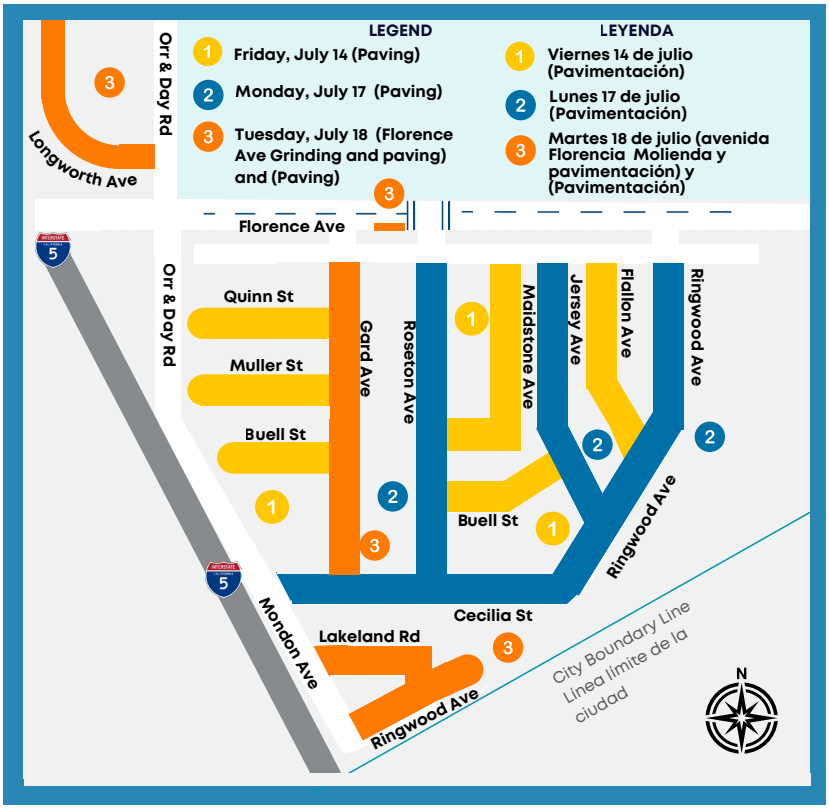
ESTAR LISTO. SER INFORMADO

Actualizaciones semanales por correo electrónico: Regístrese para recibir avisos de construcción.

Envíanos tu correo electrónico:
vanessabarrientos@santefesprings.org

Línea de ayuda de construcción:
(562) 256-1302 | Hablamos Español

Página web: santafesprings.org.



FAA GPS ENABLED SITE DRONE PHOTOGRAMMETRY

Using our new drone equipped with a 48MP camera, DCCM's FAA Section 107-certified pilot will conduct monthly flights over designated project areas, capturing high-resolution imagery to create an interactive 3D model of the workspace. From this model, a 2D orthophoto can be generated to scale, suitable for printing or use as a scaled background image in MicroStation. This advanced imaging technology enhances communication, mitigates risks, and minimizes potential schedule delays and cost overruns.

Additionally, **these images are valuable for public outreach, allowing the team to label ongoing construction tasks and post updates to the project website.** The pilot has extensive experience with Bentley ContextCapture software, leveraging a robust server infrastructure. With decades of design expertise, thousands of hours in Photoshop, and FAA certification, our pilot combines skill and technology to deliver precise models and maps for our clients.

MONTHLY DRONE PHOTOGRAPHY

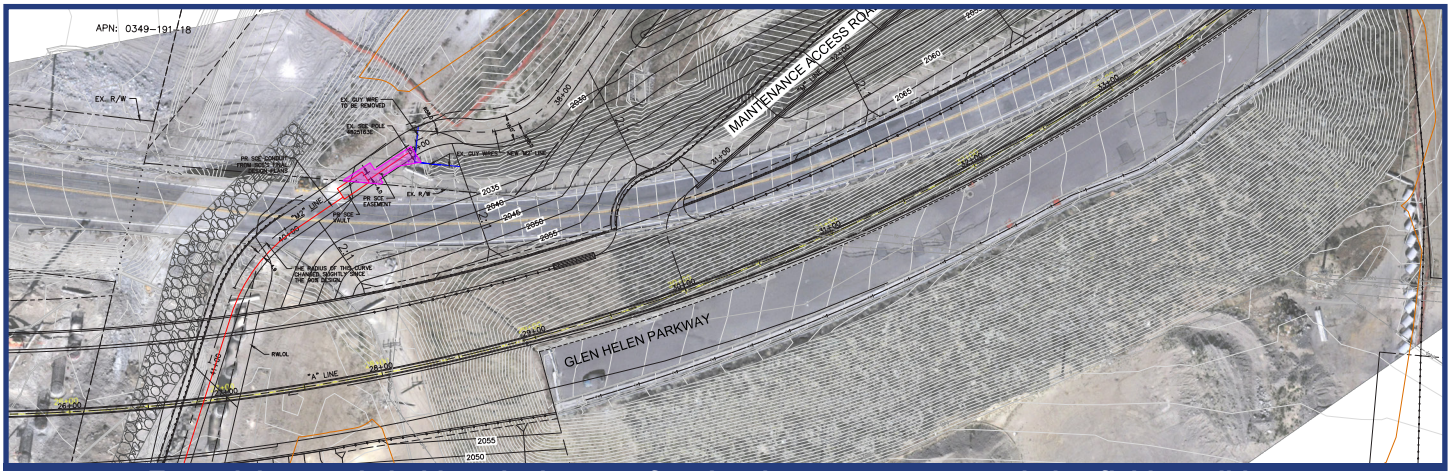
Aerially documentation of project progress with monthly drone flights of project area.

Interactive 3D Model

Construction Phase Drone Photography

Post Construction Phase Drone Photography

OVERLAYING PROJECTS FEATURES ON EXISTING FIELD CONDITIONS



To explain to stakeholders the impact of project improvements on existing field conditions.

EXHIBIT 'C'

Local Assistance Procedures Manual, Exhibit 10-R, Appendices A and E

Exhibit 10-R: A&E BOILERPLATE AGREEMENT LANGUAGE

(For Local Assistance Federal-Aid Projects)

NOTE TO LOCAL AGENCY - BE SURE THAT YOUR LEGAL STAFF REVIEWS AND APPROVES ALL CONSULTANT CONTRACTS BEFORE EXECUTION. THIS AGREEMENT LANGUAGE IS RECOMMENDED LANGUAGE, EXCEPT ARTICLE XXXII TITLE VI ASSURANCES (APPENDICES A AND E MUST BE PHYSICALLY INCLUDED, UNMODIFIED, IN ANY FEDERAL-AID CONTRACT AND APPENDICES B-D MUST BE PHYSCIALLY INCLUDED, UNMODIFIED, IN ANY FEDERAL-AID CONTRACT INVOLVING RIGHT OF WAY ACQUISITION). MODIFY AS RECOMMENDED BY YOUR OWN LEGAL STAFF AND TO FIT YOUR PARTICULAR REQUIREMENTS AND PROJECT.

THE FISCAL AND FEDERAL PROVISIONS ARE REQUIRED IN ALL FEDERALLY FUNDED CONTRACTS. THE ORIGINAL INTENT OF THE ARTICLE SHALL REMAIN, IF MODIFIED BY YOUR LEGAL STAFF.

THIS EXHIBIT CONTAINS FISCAL REQUIREMENTS FROM 2 CFR 200 AND IS TO BE USED FOR STATE-ONLY FUNDED CONTRACTS AS WELL.

[*Note: italic text within brackets throughout the Articles is intended for instructional purposes only*]

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ARTICLE I INTRODUCTION

A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:
(NAME OF CONSULTANT)

Incorporated in the State of (NAME OF STATE)
The Project Manager for the "CONSULTANT" will be (NAME)
The name of the "LOCAL AGENCY" is as follows:
(NAME)

The Contract Administrator for LOCAL AGENCY will be (NAME)

B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated (DATE). The approved CONSULTANT's Cost Proposal is attached hereto (Attachment #) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.

D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of LOCAL AGENCY.

E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.

F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against LOCAL AGNECY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from LOCAL AGENCY under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.

H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.

I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

[*Choose either Option 1 or Option 2*]

[*Option 1 - Use paragraphs A & B below for standard AGREEMENTs*]

A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if 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.

B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

[*Option 2 - Use paragraphs A & B below for on-call AGREEMENTs]*

A. 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 LOCAL AGENCY's Contract Administrator or Project Coordinator to determine, if 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.

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

ARTICLE III STATEMENT OF WORK

[*Insert Appropriate Statement of work including a Description of the Deliverables in the following sections. If a section does not apply to the AGREEMENT, state "Not Applicable to this AGREEMENT."*]

A. CONSULTANT Services
[*Detail based on the services to be furnished should be provided by CONSULTANT. Nature and extent should be verified in the negotiations to make precise statements to eliminate subsequent*

uncertainties and misunderstandings. Reference to the appropriate standards for design or other standards for work performance stipulated in CONSULTANT AGREEMENT should be included. Describe acceptance criteria, and if the responsible CONSULTANT/engineer shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the AGREEMENT including registration number.

Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact, or the Caltrans District Director signs the Record of Decision (see LAPM Chapter 6: Environmental Procedures, and the Standard Environmental Reference).]

B. Right of Way
[*State whether Right of Way requirements are to be determined and shown by CONSULTANT, whether land surveys and computations with metes and bounds descriptions are to be made, and whether Right of Way parcel maps are to be furnished.*]

C. Surveys
[*State whether or not the CONSULTANT has the responsibility for performing preliminary or construction surveys.*]

D. Subsurface Investigations
[*State specifically whether or not CONSULTANT has responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONSULTANT, appropriate provisions are to be incorporated. Archaeological testing and data recovery guidance can be found in the Standard Environmental Reference.*]

E. Local Agency Obligations
All data applicable to the project and in possession of LOCAL AGENCY, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

F. Conferences, Site Visits, Inspection of Work
This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the LOCAL AGENCY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

G. Checking Shop Drawings
[*For AGREEMENTs requiring the preparation of construction drawings, make provision for checking shop drawings. Payment for checking shop drawings by CONSULTANT may be included in the AGREEMENT fee, or provision may be made for separate payment.*]

H. CONSULTANT Services During Construction
The extent, if any of CONSULTANT's services during the course of construction as material testing, construction surveys. etc., are specified in the AGREEMENT together with the method of payment for such services.

I. Documentation and Schedules
AGREEMENTs where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

J. Deliverables and Number of Copies
The number of copies or documents to be furnished, such as reports, brochures, sets of plans, specifications, or Right of Way parcel maps shall be specified. Provision may be made for payment for additional copies.

ARTICLE IV PERFORMANCE PERIOD

[*A time must be set for beginning and ending the work under the AGREEMENT. The time allowed for performing the work is specified; it should be reasonable for the kind and amount of services contemplated; and it is written into the AGREEMENT. If it is desirable that Critical Path Method (CPM) networks, or other types of schedules be prepared by CONSULTANT, they should be identified and incorporated into the AGREEMENT.*]

A. This AGREEMENT shall go into effect on (DATE), contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on (DATE), unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

[*Use paragraph C below in addition to paragraphs A & B above for on-call AGREEMENTs. On-call AGREEMENTs shall be 5 years maximum.*]

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

[*Choose either Option 1, 2, 3, or 4*]

[*Option 1 - Use paragraphs A through J below for Cost-Plus-Fixed Fee Agreements*]

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of $(AMOUNT). The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.

H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed $(Amount).

J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

[*Option 2 - For Cost per Unit of Work Agreements, replace paragraphs A & B of Option 1 with the following paragraphs A, B, and C and re-letter the remaining paragraphs. Adjust as necessary for work specific to your project*].

A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.

B. The specified rate to be paid for vehicle expense for CONSULTANT's field personnel shall be $(Amount) per approved Cost Proposal. This rate shall be for fully equipped vehicle(s) specified in

Article III Statement of Work, as applicable. The specified rate to be paid for equipment shall be, as listed in the approved Cost Proposal.

C. The method of payment for this AGREEMENT, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY approved overhead rate set forth in the approved Cost Proposal. In the event, LOCAL AGENCY determines that changed work from that specified in the approved Cost Proposal and AGREEMENT is required; the actual costs reimbursable by LOCAL AGENCY may be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," of this article shall not be exceeded unless authorized by AGREEMENT amendment.

[*Option 3 - Use paragraphs A through P for Specific Rates of Compensation Agreements (such as on-call Agreements). This payment method shall only be used when it is not possible at the time of procurement to estimate the extent or duration of the work or to estimate costs with any reasonable degree of accuracy. The specific rates of compensation payment method should be limited to AGREEMENTs or components of AGREEMENTs for specialized or support type services where the CONSULTANT is not in direct control of the number of hours worked, such as construction engineering and inspection.*]

A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate.

B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.

C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.

D. After a project to be performed under this AGREEMENT is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.

E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal.

CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

F. [*Local Agency to include either (a) or (b) below; delete the other one*]

(a) Reimbursement for transportation and subsistence costs shall not exceed State rates.

(b) Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. CONSULTANT will be responsible for transportation and subsistence costs in excess of State rates.

G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.

I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.

J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.

K. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(NAME OF LOCAL AGENCY/ NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.

M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.

N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

O. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.

P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this AGREEMENT shall not exceed $ (Amount). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

[*Option 4 - Use paragraphs A through E below for lump sum agreements.*

A. The method of payment for this AGREEMENT will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article III Statement of Work. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by AGREEMENT amendment and approved by LOCAL AGENCY.

B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.

C. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.

D. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice must be submitted within sixty (60) calendar days after completion of CONSULTANT's work unless a later date is approved by the LOCAL AGENCY. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

E. The total amount payable by LOCAL AGENCY shall not exceed $(Amount).

ARTICLE VI TERMINATION

A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by LOCAL AGENCY by virtue of any breach of this AGREEMENT by CONSULTANT, and LOCAL AGENCY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due LOCAL AGENCY from CONSULTANT is determined.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII 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 LOCAL AGENCY.

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.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY 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. LOCAL AGENCY, 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.

ARTICLE IX AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

   1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

~~D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.~~

D. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

E. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. ~~This clause applies to both DBE and non-DBE subconsultants.~~

CONSULTANT must submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

F. Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

[*Choose either Method 1, Method 2, or Method 3 below and delete the other two.*]

Method 1: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Method 2: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Method 3: The LOCAL AGENCY shall hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY of the contract work and pay retainage to CONSULTANT based on these acceptances. CONSULTANT or subconsultant shall return all monies withheld in retention from all subconsultants within 15 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the LOCAL AGENCY. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT; deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

   1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the

equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov**.**

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

    a. The information contained in the payroll record is true and correct.

    b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all

reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in

violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the CONSULTANT fails to comply with all of the following requirements:

    a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

    b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

    c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

    d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants 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 forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.

B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

[*Include this article in all AGREEMENTs where federal funding will exceed ~~$150,000~~ $100,000. If less than ~~$150,000~~ $100,000 in federal funds will be expended on the AGREEMENT, delete this article and re-number the subsequent articles.*]

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

   1. No State, Federal, or LOCAL AGENCY 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.

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

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.

ARTICLE XVI 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 §11102.

B. During the performance of this AGREEMENT, 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. CONSULTANT and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. 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 LOCAL AGENCY 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. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY 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 LOCAL AGENCY shall require to ascertain compliance with this clause.

E. 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. 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. 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 LOCAL AGENCY components of the DBE Program Plan, 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.~~

ARTICLE XVII 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:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
4. 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.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) ~~PARTICIPATION~~

A. CONSULTANT, ~~subrecipient (LOCAL AGENCY),~~ or subconsultant, shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). ~~To ensure equal participation of DBEs provided in 49 CFR 26.5, the LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.~~

~~CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: https://caltrans.dbesystem.com/.~~

~~All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:~~

- ~~100 percent counts if the materials or supplies are obtained from a DBE manufacturer.~~
- ~~60 percent counts if the materials or supplies are purchased from a DBE regular dealer.~~
- ~~Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."~~

~~This AGREEMENT is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTs who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.~~

~~B. The goal for DBE participation for this AGREEMENT is _____%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10-O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.~~

~~C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.~~

~~D. Contract Assurance~~

In accordance with 49 CFR 26.13(b):

CONSULTANT, ~~subrecipient~~ or subconsultant, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT 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 LOCAL AGENCY deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions; and/or

(3) Disqualifying CONSULTANT from future proposing as non-responsible

~~E. Termination and Replacement of DBE Subconsultants~~

~~CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.~~

~~Termination of DBE Subconsultants~~

~~After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the LOCAL AGENCY:~~

~~1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.~~

2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the LOCAL AGENCY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and the LOCAL AGENCY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.
3. Submit CONSULTANT's DBE termination request by written letter to the LOCAL AGENCY and include:
    - One or more above listed justifiable reasons along with supporting documentation.
    - CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
    - The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

Replacement of DBE Subconsultants

After receiving the LOCAL AGENCY's written authorization of DBE termination request, CONSULTANT must obtain the LOCAL AGENCY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

~~The following procedures shall be followed to request authorization to replace a DBE firm:~~

~~1. Submit a request to replace a DBE with other forces or material sources in writing to the LOCAL AGENCY which must include:~~

~~a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.~~

~~b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:~~

- ~~Description of scope of work and cost proposal~~
- ~~Proposed subcontract agreement and written confirmation of agreement to perform on the Contract~~
- ~~Revised Exhibit 10-O2: Consultant Contract DBE Commitment~~

~~2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFEs to use DBE replacement firms within seven (7) days of LOCAL AGENCY's authorization to terminate the DBE. CONSULTANT may request the LOCAL AGENCY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:~~

- ~~Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment~~
- ~~Solicitations of DBEs for performance of work identified~~
- ~~Correspondence with interested DBEs that may have included contract details and requirements~~
- ~~Negotiation efforts with DBEs that reflect why an agreement was not reached~~
- ~~If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive~~
- ~~Copies of each DBE's and non-DBE's price quotes for work identified, as the LOCAL AGENCY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher~~
- ~~Additional documentation that supports CONSULTANT's GFE~~

~~The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.~~

~~F. Commitment and Utilization~~

~~The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.~~

~~The LOCAL AGENCY shall request CONSULTANT to:~~

~~1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation~~

~~2. Provide this notification before starting the affected work~~

3. Maintain records including:
   - Name and business address of each 1st -tier subconsultant
   - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
   - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.
If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold $10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the LOCAL AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders

- ~~Bills of lading~~
- ~~Invoices~~
- ~~Proof of payment~~

~~CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the LOCAL AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three months of work.~~

~~CONSULTANT must notify the LOCAL AGENCY immediately if they believe the DBE may not be performing a CUF.~~

~~The LOCAL AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional LOCAL AGENCY evaluations. The LOCAL AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The LOCAL AGENCY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the LOCAL AGENCY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the LOCAL AGENCY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.~~

~~CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of LOCAL AGENCY's request such as:~~

- ~~Proof of ownership or lease and rental agreements for equipment~~
- ~~Tax records~~
- ~~Employee rosters~~
- ~~Certified payroll records~~
- ~~Inventory rosters~~

~~Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.~~

~~If CONSULTANT and/or the LOCAL AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. LOCAL AGENCY may deny payment for the noncompliant portion of the work. LOCAL AGENCY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. LOCAL AGENCY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the LOCAL AGENCY's approval. The LOCAL AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.~~

~~If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.~~

~~H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.~~

~~I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.~~

~~J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.~~

~~K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.~~

~~L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.~~

~~For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.~~

~~M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.~~

ARTICLE XIX INSURANCE

[*Choose either Option 1 or Option 2*]

[*Option 1 - for AGREEMENT with a scope of services that may require the CONSULTANT or subconsultant to work within the operating state or Local Agency Highway Right of Way; where there would be exposure to public traffic or construction operations.*]

A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars ($1,000,000) per occurrence.

B. The Certificate of Insurance will provide:

1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to LOCAL AGENCY.
2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

[*Option 2 - for AGREEMENTs with a scope of services that will not require the CONSULTANT or subconsultant to work within the operating state or Local Agency Highway Right of Way where there would be exposure to public traffic or construction CONSULTANT operations*.]

CONSULTANT is not required to show evidence of general comprehensive liability insurance.

ARTICLE XX FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.

C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

[*Choose either Option 1 or Option 2*]

[*Option 1 - Use paragraphs A through C below for all AGREEMENTs without PS&E submittal*]

A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and [*Insert Department Head or Official*], who may consider written or verbal information submitted by CONSULTANT.

B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

[*Option 2 - Replace Paragraph B, above, with the following for AGREEMENTs requiring the submission of PS&E*]

B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

[*Add the following paragraph to all AGREEMENTs, which may require trenching of five feet or deeper*]

D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXVI OWNERSHIP OF DATA

A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of LOCAL AGENCY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, LOCAL AGENCY shall be entitled to, and CONSULTANT shall deliver to LOCAL AGENCY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to LOCAL AGENCY which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by LOCAL AGENCY.

B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of LOCAL AGENCY without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by LOCAL AGENCY for another project or project location shall be at LOCAL AGENCY's sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR

A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

[*For PS&E contracts add paragraph F, below, to paragraphs A through E, above*]

F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of LOCAL AGENCY or except by court order. If

CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, LOCAL AGENCY has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, LOCAL AGENCY's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

~~ARTICLE XXXI PROMPT PAYMENT~~

~~A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONSULTANT~~

~~The LOCAL AGENCY shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the LOCAL AGENCY shall act in accordance with both of the following:~~

~~(1) The LOCAL AGENCY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.~~

~~(2) The LOCAL AGENCY must return any payment request deemed improper by the LOCAL AGENCY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.~~

~~B. PROMPT PAYMENT CERTIFICATION~~

~~For projects awarded on or after September 1, 2023: the~~ CONSULTANT must ~~now~~ submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

ARTICLE XXXI TITLE VI ASSURANCES

APPENDICES A - E of the TITLE VI ASSURANCES

[*The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if appliable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.*

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a LOCAL AGENCY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the LOCAL AGENCY with other parties:

a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.]

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives.

Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

   i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

   ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does

hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C
CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

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).

ARTICLE XXXII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

(CONSULTANT)

(NAME) ,Project Manager

(ADDRESS)

LOCAL AGENCY:

(LOCAL AGENCY)

(NAME) , Contract Administrator

(ADDRESS)

ARTICLE XXXIII CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXIV SIGNATURES

(Name of LOCAL AGENCY)	(Name of CONSULTANT)
_____(Signature)_____	____(Signature)_____
(Name of Signer)	(Name of Signer)
Date: _____	Date: _____

CITY OF MONTEBELLO
ON-CALL BENCHLIST
PROFESSIONAL SERVICES AGREEMENT NO. 4532 WITH CUMMING MANAGEMENT GROUP, INC.
(RFP No. 26-03)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **June 24, 2026** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and CUMMING MANAGEMENT GROUP, INC., a California corporation (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional to provide professional labor compliance and program administration support services to the CITY; and

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

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

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

WHEREAS, the CONSULTANT responded to CITY's Request for Proposal due on May 6, 2026 ("RFP No. 26-03") as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference.

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

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

Appendices A and E as **Exhibit "C"**

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

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

SECTION 2. SERVICES / COMPENSATION.

A. The CONSULTANT shall provide to the CITY those services that are set forth fully in RFP No. 26-03 and Consultant's Proposal, attached hereto as **Exhibit "A and B"** and incorporated fully herein by this reference on an on-call, request only, basis (hereinafter "Professional Services").

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

C. CONSULTANT shall be compensated in an annual amount not-to-exceed **Seventy-Five Thousand Dollars ($75,000)** (the "Compensation") for the performance of the Scope of Services as set forth in **Exhibit "C"**. CONSULTANT shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONSULTANT shall not incur fees or costs which exceed the Maximum Annual Compensation without the prior written consent of the CITY.

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

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

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

SECTION 3. TERM.

This Agreement shall commence on **July 1, 2026**, and shall terminate on **June 30, 2029** ("Date of Completion"), with an option to extend up to two (2), one-year terms; unless 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 $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 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 insurance policies 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:	CUMMING MANAGEMENT GROUP, INC. Anthony Sanchez, Executive Vice President 350 South Grand Avenue, Suite 1900 Los Angeles, CA 90071 (213) 408-4518 asanchez@cumming-group.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," in accordance with its instructions in the LAPM.

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

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

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

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

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

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

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

e. The CONSULTANT and its 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. <u>DEBARMENT AND SUSPENSION CERTIFICATION</u>.

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	**CUMMING MANAGEMENT GROUP, INC.**
Raul Alvarez, City Manager	Anothony Sanchez, Executive Vice President
Date: _____	Date: _____

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS

- Exhibit A – RFP No. 26-03
- Exhibit B – Consultant's Proposal to RFP No. 26-03
- Exhibit C – Local Assistance Procedures Manual, Exhibit 10-R, Appendices A and E

EXHIBIT ‘A’

RFP NO. 26-03

CITY OF MONTEBELLO

REQUEST FOR QUALIFICATIONS (RFQual)

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

FOR

CITY OF MONTEBELLO, CALIFORNIA

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

Submit RFQual online via PlanetBids

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

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1. Introduction

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

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

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

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

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

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

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

2. About the City of Montebello

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

3. Proposed Scope of Work/Statement of Work

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

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

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

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

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

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

4. Submissions

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

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

5. RFQual Timeline

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

6. Non-Commitment of City

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

7. Responsibility of Costs

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

Appendix A - Proposal Format and Content

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

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

SOQ Format

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

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

1. Title Page showing the request for qualifications subject; the vendor's name; the name, address, email and telephone number of the contact person; and the date of the proposal.

2. Table of Contents identifying the items/section listed in the "Proposal Content and Format" section of this RFQual.

3. Detailed proposal following the order set forth in the "Proposal Content and Format" of this RFQual.

SOQ Content

Your response should include the following sections/information:

1. **Letter of Interest -** Please include a letter expressing your interest in being considered for the project. Include a statement regarding the vendor's availability to dedicate time, personnel, and resources to this effort. The letter of interest must include a commitment to the availability of the vendor and all key project staff during the planning period and a proposed schedule designed to meet the City's needs for the project.

2. **Project Understanding and Approach** - Please include a statement demonstrating your understanding of the proposed project. Describe your general approach to completing the project successfully, methodologies and technologies you would employ, key milestones and processes you would employ. Describe what information you would expect the City to supply.

3. **Relevant Experience** - Please include information describing your experience providing similar services for public agencies. Provide a minimum of three (3) specific examples of relevant experience. At a minimum, the vendor should provide a list of the most recent

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

4. **Sub-contractors/Sub-consultants** – If your firm works with sub-contractors/sub-consultants to perform the services described in the proposed Scope of Work/Statement of Work for the Project, please provide the name, full address for each sub-contractor, as well as the name of a contact person and phone number. If awarded, the City will need to provide written approval for any services offered by any and all sub-contractor/sub-consultant.

5. **Proposed Scope of Services** - Please provide a proposed Scope of Services, based on the Scope of Work contained in this RFQual; and discuss any ideas for modifying, clarifying, or improving the City's proposed scope of work. Provide a realistic working schedule with key deliverables, milestones, and tasks.

6. **Conflict of Interest Statement –** The vendor shall disclose any financial, business, or other relationship with the City that may have an impact upon the selection process. If the vendor does not have any such conflicts, a statement declaring such should be included in their submission.

7. **Cost Proposal –** Cost proposal should include the following:

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

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

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

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

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

9. **Redline Comments on the Professional Services Agreement Template** – Using Appendix D – Proposers are requested to review the Professional Services Agreement template provided and submit any proposed redline revisions with their response. Following the award of the RFQual, the City will evaluate all submitted redline comments in coordination with the City Attorney and will work with the selected firm(s) to reach mutual agreement on the final contract terms. Proposers must demonstrate full compliance with the City's insurance requirements as a condition of eligibility.

10. **Additional Attachments (Optional)** – Please use this section to attach any information that was not previously included identified in any other section.

Appendix B – Evaluation Criteria

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

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

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

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

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

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

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

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

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

Evaluation Criteria Summary

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

Appendix C – Reference Sheet

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Appendix D – Professional Services Agreement Template

EXHIBIT ‘B’

Cumming Construction Management Inc. Proposal

CUMMING GROUP

MONTEBELLO

CITY OF MONTEBELLO

Labor Compliance & Program Administration Support Services

RFQual No. 26-03

May 6, 2026

cumming-group.com

ENR
Engineering News-Record

TOP 100 PROFESSIONAL
PM/CM SERVICES FIRMS 2024

TOP 10

CUMMING
GROUP

BUILDING VALUE THROUGH EXPERTISE

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SECTION 1

LETTER OF INTEREST

CUMMING
GROUP

350 South Grand Ave.
Suite 1900
Los Angeles, CA 90071

T 213 408 4518

cumming-group.com

City of Montebello
Public Works Department
Attn: Vanessa Ramos, Administrative Manager
1600 W. Beverly Boulevard
Montebello, CA 90640

Re: RFQual No. 26-03 – Labor Compliance & Program Administration Support Services

Dear Ms. Ramos and Members of the Selection Committee:

Cumming Management Group, Inc. ("Cumming Group") is pleased to submit our Statement of Qualifications to the City of Montebello for Labor Compliance & Program Administration Support Services. We appreciate the opportunity to be considered for this on-call bench and are confident that our experience supporting California public agencies on labor compliance, prevailing wage monitoring, and funded project administration aligns well with the City's needs.

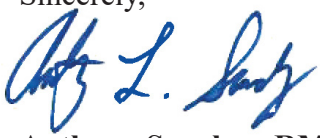
Cumming Group understands that the City is seeking responsive, on-call support for both labor compliance services and broader program administration support associated with federally, state, and locally funded public works projects. We are well prepared to provide practical, scalable, and well-documented support across multiple project phases, including planning, preconstruction, active construction, reporting, and closeout.

Cumming Group is fully available to dedicate the time, personnel, and resources necessary to support the City under this contract. Our in-house labor compliance team has the capacity to respond quickly to assignment needs, maintain consistent oversight, and provide clear communication and documentation throughout each task order. We do not anticipate the need to rely on subconsultants for these services.

Cumming Group acknowledges receipt of Addendum No. 1 and commits to the availability of the firm and all proposed key staff during the planning period, including periods when the City is pursuing funding opportunities, preparing grant applications, and developing preliminary project documentation. Our team understands that early-phase support may be essential to establishing the compliance procedures, documentation protocols, and reporting expectations needed for successful project delivery.

Cumming Group appreciates the opportunity to support the City of Montebello and would be honored to serve as a member of the City's on-call bench for these services. Thank you for your consideration.

Sincerely,



Anthony Sanchez, RME, Assoc. DBIA
Executive Vice President
P: 323-855-4710 / E: asanchez@cumming-group.com

SECTION 2

PROJECT UNDERSTANDING AND APPROACH

SECTION 2

PROJECT UNDERSTANDING AND APPROACH

Please include a statement demonstrating your understanding of the proposed project. Describe your general approach to completing the project successfully, methodologies and technologies you would employ, key milestones and processes you would employ. Describe what information you would expect the City to supply.

Cumming Group understands that the City of Montebello is seeking flexible, on-call support that bridges two closely related but distinct needs: labor compliance services for publicly funded construction projects and program administration support for funded public works projects and programs.

As described in the RFQual, the City is looking for consultant support not only to monitor compliance with Federal and State prevailing wage requirements, but also to assist with the implementation, oversight, coordination, documentation, and reporting associated with funded projects.

The selected consultant(s) will work in collaboration with City staff to provide administrative, technical, and programmatic support on an as-needed basis, with assignments issued through task orders, requests for service/proposal, or direct assignment depending on project needs.

We understand this to be an on-call services contract intended to support a varied public works portfolio, rather than a single defined project. Through the RFQual and Addendum No. 1, the City indicates that its typical projects include street rehabilitation and paving, traffic signals, pedestrian improvements, ADA enhancements, sewer improvements, storm drain improvements, bridges, underpasses, and streetlights, with recent project values generally ranging from $100,000 to $4M.

The City also noted that it averages roughly 4 to 10 projects per year, and that some assignments may trigger additional labor requirements such as compliance with the City's Project Labor Agreement for projects above the stated threshold.

We also understand that Montebello's need extends earlier in the project lifecycle than traditional construction-phase labor compliance alone. The Addendum clarifies that the "planning period" includes the phase during which the City is pursuing funding, preparing grant applications, and developing preliminary project documentation. That is significant because it means the City is not simply looking for a consultant to review certified payrolls after construction begins; it is looking for a partner that can help establish the compliance, documentation, and reporting framework that supports projects from planning through closeout.

Another important consideration is that the City confirmed it does not currently maintain its own labor compliance tracking system and instead relies on consultants to provide labor compliance services. We take that to mean the selected consultant must bring not only technical knowledge of prevailing wage requirements, but also the organizational structure, reporting discipline, and practical tools needed to help the City maintain consistent, well-documented compliance across multiple assignments.

Understanding of the City's Needs

Based on the RFQual, we believe the City's priorities center on four core needs: dependable labor compliance administration, scalable on-call support, organized and audit-ready documentation, and a consultant that can function as a practical extension of City staff.

Labor Compliance Administration

The City needs a consultant that can provide reliable labor compliance administration across a variety of public works assignments. That includes support for State and Federal prevailing wage requirements, certified payroll review, apprentice compliance, contractor outreach and training, field interviews, discrepancy resolution, monthly reporting, and project closeout documentation.

Flexible, Scalable Support

Because this is an on-call bench arrangement, the level of effort will vary from assignment to assignment. Some task orders may involve active construction monitoring for a straightforward improvement project, while others may involve broader coordination and reporting support tied to funding requirements, project planning, or preconstruction compliance setup. The City therefore needs a consultant that can respond quickly, apply the appropriate level of staffing, and adjust as project and funding conditions evolve.

Documentation and Reporting Discipline

The City also needs support that will help it maintain clear, organized, and audit-ready documentation. The RFQual places strong emphasis on reporting, file maintenance, coordination with funding agencies, and preparation of required documentation for internal and external use. In our experience, this is especially important for smaller and mid-sized public works programs where multiple funding requirements, contractor submittals, and reporting deadlines must be managed carefully to protect compliance and funding eligibility.

Extension of City Staff

Finally, the City needs a consultant that can function as a practical extension of City staff. The selected team will need to work closely with project managers, contractors, subcontractors, and funding partners while also helping the City communicate expectations clearly, resolve issues early, and maintain forward progress across multiple assignments. We view that as both a technical and a service responsibility.

Key Delivery Considerations

Several delivery considerations will shape successful performance under this contract.

One is the need to align compliance administration with the specific funding and regulatory drivers applicable to each task order. Montebello's projects may involve Federal Highway Administration, Caltrans, SCAG, Metro, and other governmental funding sources, each of which may introduce different documentation, reporting, and oversight requirements.

In addition, the City confirmed in the Addendum that federally funded projects may require monitoring for Section 3 and BABA requirements. That means the selected consultant must be prepared to tailor its approach to the particular funding structure and compliance obligations of each assignment rather than applying a one-size-fits-all process.

A related consideration is the need to integrate labor compliance and broader program administration support rather than treating them as separate silos. The RFQual's scope includes not only certified payroll and labor monitoring activities, but also assistance with outreach, planning, coordination, funding applications and reporting, performance tracking, and maintenance of organized program files.

We believe the City will benefit most from a consultant that approaches these responsibilities as part of a single support framework: one that helps the City maintain consistent documentation, clear communication, and defensible compliance records from project initiation through closeout.

Just as important is the need for proactive issue prevention. On public works projects of this type, the most effective compliance programs are not purely reactive. They establish expectations early, educate contractors and subcontractors, identify documentation gaps quickly, and address discrepancies before they develop into larger payment, reporting, or audit issues. We believe Montebello will be best served by a consultant that emphasizes early coordination, contractor guidance, and disciplined follow-through.

Our Approach to Successful Delivery

Cumming Group's approach is built around the idea that compliance and program administration should support project delivery, not slow it down. We approach assignments like these as an extension of public agency staff, combining technical rigor with practical, day-to-day responsiveness.

Establish the Framework Early

For each assignment, we will begin by confirming the project's funding source, labor standards, reporting requirements, applicable wage determinations, key documentation needs, and lines of communication. By clarifying those items at the outset, we can help the City and its contractors move forward with a common understanding of expectations and reduce confusion later in the project lifecycle.

Maintain Active Oversight

Successful compliance administration depends on disciplined review of payrolls, submittals, certifications, and field conditions, supported by regular reporting and direct coordination with the City and project team. Our role is not just to collect documents, but to verify compliance, identify gaps, document findings clearly, and support timely resolution.

Keep Documentation Organized

Because Montebello's assignments may involve multiple funding and reporting obligations, we will focus on maintaining records in a manner that supports monthly monitoring, reimbursement documentation, external reporting, and project closeout. Strong documentation is essential both for day-to-day project management and for protecting the City in the event of later audit or funding review.

Scale Support to the Assignment

Some assignments may require more intensive labor compliance monitoring during active construction, while others may require broader program administration support during planning, funding pursuit, or reporting phases. Our approach is designed to be flexible so that the City receives the level and type of support appropriate to each task order.

This overall philosophy reflects how we have supported other California public agencies on labor compliance and grant or program-support assignments: by combining technical compliance knowledge with practical coordination, responsive communication, and consistent documentation control. That same approach is especially well suited to Montebello's stated need for on-call support across a variety of project types and funding conditions.

Information and Coordination Needed from the City

To support successful delivery, we anticipate needing several categories of information from the City at the beginning of each assignment. At a minimum, we would expect to coordinate with City staff regarding the applicable funding source and compliance requirements; available project documents such as bid packages, specifications, schedules, and contracts; designated City points of contact; contractor and subcontractor information; and any existing reporting formats, file conventions, or agency-specific requirements the City wants us to follow.

We would also expect close coordination with City staff regarding project status, anticipated contractor mobilization, payment milestones, and any issues requiring City direction or escalation. Because the RFQual contemplates support that may begin during planning and funding pursuit, we would similarly coordinate with the City on grant-related documentation needs, reporting expectations, and any required coordination with outside funding partners.

SECTION 3

RELEVANT EXPERIENCE

SECTION 3

RELEVANT EXPERIENCE

Please include information describing your experience providing similar services for public agencies. Provide a minimum of three (3) specific examples of relevant experience. At a minimum, the vendor should provide a list of the most recent projects (i.e., completed within the last five (5) years is preferred, but samples outside of this timeframe will be accepted if relevant) for which the consultant has performed similar services of similar size, scope, and complexity.

Cumming Group has significant experience providing labor compliance, PLA/CWA administration, and related program support services for public agencies throughout California. Our team has supported municipalities, counties, transportation agencies, utility providers, and other public-sector owners on a diverse range of federally, state, and locally funded capital projects, helping clients maintain compliance with prevailing wage requirements, certified payroll reporting, apprenticeship standards, funding-related documentation, and other project-specific labor and administrative obligations.

In each case, we have served as a responsive extension of agency staff, coordinating closely with owners, contractors, subcontractors, and funding partners to support compliant, well-documented, and efficiently administered project delivery.

Representative clients and projects (with project value) are provided below. All of the projects listed are either ongoing or were completed within the last five years.

City of Menifee

Cumming Group has provided labor compliance monitoring services for the City of Menifee's capital improvement program, supporting a wide range of public works assignments including street rehabilitation, traffic signalization, ADA and pedestrian improvements, parking lot upgrades, and other city facility projects. Our services have included payroll and compliance-form review, field interviews, contractor support, and ongoing prevailing wage guidance.

- Civic Center Parking Lot – $3.29M
- Paloma Wash Pedestrian Bridge – $3.71M
- FY 22-23 Slurry Seal Program (2 Phases) – $645,000
- Murrieta Road Resurfacing – $1.7M
- Police Department Parking Lot Upgrades – $79,646
- PMP 23-01 Slurry Seal Program – $515,000
- Romoland Grid Resurfacing Project – $793,691
- Casa Blanca + Willows/Lake Ridge Community Resurfacing Project – $2M
- FY 23-24 Crack Seal – $61,594
- Quail Valley Grid Area Streetlights Project – $89,500
- Kay Ceniceros Parking Lot Renovation – $179,199

- Bradley Road/Paloma High School Entrance Improvements – $324,670
- Local Roads AC Resurfacing – $894,410
- La Piedra Road at Bell Mountain MS Pedestrian Improvements – $600,000
- PMP 24-01 Slurry Seal Program – $799,387
- Menifee Road Resurfacing – $1.71M
- Krikorian Entertainment Complex Demolition + Site Clearance – $231,000
- McCall Blvd/Sun City Westbound Turn Pocket Extension – $122,500
- PMP 25-01 Slurry Seal – $57,850
- Cherry Hills Facility Improvement – $175,000
- Beth Street Improvements – $209,000
- PMP 25-01 Slurry Seal Program (Crack Seal) – $58,000
- Kay Ceniceros Senior Center Roof Rehabilitation – $60,000
- CIP 22-11 Park and Facility Multi-Use Building – $98,000

City of Irvine

Cumming Group has provided on-call labor compliance services to the City of Irvine across multiple capital improvement projects, including roadway, site infrastructure, tenant improvement, and Great Park assignments. Our role has included labor compliance and CWA monitoring, pre-job coordination, certified payroll review, prevailing wage verification, local hire reporting, technical support, and discrepancy resolution.

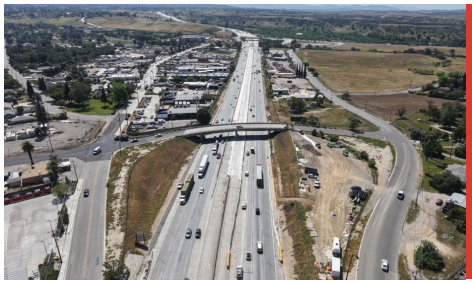
- Harvard Avenue and Michelson Drive Intersection Improvements – $3.65M
- Civic Center Wing Third Floor Tenant Improvement – $844,622
- Building 369 Renovation (Aviator Hall) – $19M
- Great Park Parking Lot 6 & 7 Connector – $200,000
- Great Park Parking Lot 6 Expansion – $39.2M
- Public Safety Locker Room Expansion – $2.1M
- Cultural Terrace District Utilities Project – $12M
- Great Park Operations and Maintenance Facility – $15M

City of Murrieta

Cumming Group is currently providing labor compliance monitoring services for City of Murrieta projects including park improvements, parking lot upgrades, and other public facility work. Our responsibilities

have included contractor payroll review, fringe benefit review, apprenticeship verification, training-fund compliance, owner coordination meetings, discrepancy notices, and DIR eCPR technical support.

- TSP Parking Lot & Monument – $2.35M
- Glen Arbor Dog Park – $924,277
- Murrieta Innovation Center – $3.67M
- Fire Station No. 1 Site Improvements – $2.78M
- Alderwood Pickleball Courts – $307,629
- Murrieta Children's Library Expansion – $5.19M
- Synthetic Turf Fields Replacement – $994,850



San Bernardino Transportation Authority

Cumming Group has provided on-call labor compliance services for transportation infrastructure projects delivered under federal and state requirements. Our services have included coordination with the Resident Engineer, monitoring of Davis-Bacon and State Labor Code compliance, review of contractor payrolls and documentation, and administration aligned with Caltrans labor compliance procedures.

- I-10 East Bound Truck Climbing (CM contract – Dynamic Engineering) – $3.49M
- I-10 East Bound Truck Climbing (Construction – Sema Const.) – $24.93M
- SR 210 Lane Addition / Base Line Interchange – $22.67M

Long Beach Utilities

Cumming Group provides on-call labor compliance monitoring and PLA administration services for a wide range of Long Beach Utilities capital projects. These assignments include HVAC replacement, water main replacement, sewer rehabilitation, cathodic protection, pump station and treatment-plant improvements, and related transition and closeout efforts. Our responsibilities have included payroll review, prevailing wage and apprenticeship monitoring, PLA administration, and coordination with Utilities staff and project consultants. In addition, our team monitors PLA and Prevailing wages for the inspections portion of the construction management contracts on various projects.

- GWTP HVAC Replacement Project CM and Inspections – $654,130
- GWTP HVAC Replacement Project – $7.97M
- Spinnaker Bay Drive Water Replacement Phase 1 CM and Inspections – $391,075
- Spinnaker Bay Drive Water Replacement Phase 1 – $3.86M
- Cathodic Protection Improvement of Recycled Water Systems Project – Phase 5 – $462,800
- Sanitary Sewer Rehabilitation + Replacement, Project 9 – $974,508

- Sanitary Sewer Rehabilitation + Replacement, Project 10 – $859,822
- Spinnaker Bay Drive Water Replacement Phase 2 – $3.01M
- Golden Avenue Water Main Replacement Project – $912,081
- Water Main Improvement Project 3-A Ximeno Avenue CM and Inspections – $2.19M
- Water Main Improvement Project 3-A Ximeno Avenue – $228,710
- GWTP Filter Gallery Valve Rehabilitation – Phase 1 CM and Inspections – $496,989
- GWTP Filter Gallery Valve Rehabilitation – Phase 1 – $2.06M
- GWTP Treatment Plant Filter Inspection and Repair – $4.05M
- Direct Install Appliances – $200,000
- Equipping of Water Wells Alamitos 9A and 14 CM and Inspections – $6.85M
- Equipping of Water Wells Alamitos 9A and 14 – $1.81M
- Reservoir Chemical Dosing System – $3.97M
- Reservoir Chemical Dosing System CM and Inspections – $692,521
- S-8 Sewer Lift Station Rehabilitation – $4.97M
- Broadway Court Sewer Lateral Repair Project – $100,455
- Water Main Improvements at Long Beach Airport South CM and Inspections – $1.54M
- Water Main Improvements at Long Beach Airport South – $338,570
- 32nd Street Booster Pump Station Rehabilitation – $8.05M
- 32nd Street Booster Pump Station Rehabilitation CM and Inspections – $1.27M
- LADWP Haynes Generating Station Recycled Water Pipeline – $16.7M

City of Long Beach

Cumming Group has supported the City of Long Beach on a broad range of municipal projects, with experience spanning civic, site, parking, and infrastructure-related improvements. Our City of Long Beach experience includes recurring labor compliance assignments and prevailing wage oversight across numerous public works projects, giving our team strong familiarity with the compliance demands of active municipal capital programs.

- West Health Child Development Center – $2.3M
- LAZ Parking Pike Elevators – $109,350
- LAZ Parking Landscaping – $163,450
- Sorrento Trail Improvement – $16,940
- 400 W Broadway – Fire Pump Replacement – $69,580
- LAZ Parking – Pike Standpipe – $1,808
- LAZ Parking CP C Power Washing – $4,100
- LAZ Parking Linden Landscaping – $8,646

City of Pomona

Cumming Group has supported the City of Pomona on multiple public projects as both labor compliance consultant and construction management partner. Our work has included prevailing wage monitoring, payroll review, apprentice verification, contractor technical assistance, required form tracking, discrepancy resolution, and assistance with Public Records Act requests related to certified payroll and compliance documentation.

- Pomona Library Facility Improvement Project – $5.56M

City of Corona

Cumming Group has supported the City of Corona with labor compliance services for public works assignments involving pedestrian and facility improvements. Our services have included certified payroll review, supporting documentation review, on-site interviews, meeting participation, and discrepancy tracking to help the City maintain compliant, well-documented project delivery.

- Sidewalk Gap Close at Chase Drive and Smith Avenue – $570,464
- Corona Library Innovation Center – $1.4M

County of Imperial

Cumming Group has provided labor compliance monitoring and enforcement services for County of Imperial public works assignments funded through state and federal sources. This work has included resurfacing, stormwater, ADA, and other public improvements, supported by certified payroll review, field interviews, discrepancy tracking, and close coordination with County staff and contractors.

- Behavioral Health Juvenile Parking and Site Improvements – $1.38M
- ADA Inclusive Playground – Sunbeam Lake – $1.33M
- ADA Inclusive Playground – Wiest Lake – $1.33M
- Desert Shores Soccer Park Phase 1 – $2.12M

City of Port Hueneme

Cumming Group has provided labor compliance support for major park and recreation improvements for the City of Port Hueneme. This work demonstrates our ability to support municipal clients on publicly funded site-development projects with significant accessibility, landscape, recreation, and public amenity components.

- Bubbling Springs Park Renovation – $11.45M

City of Los Angeles

Cumming Group has provided advanced compliance support on major City of Los Angeles infrastructure work through its role as Jobs Coordinator for Jacobs. On these assignments, our team has monitored state and federal labor compliance requirements, XBE utilization, and PLA administration, while coordinating closely with the Bureau of Contract Administration and project stakeholders.

- Donald C. Tillman Advanced Water Purification Facility (AWPF) – $522.38M
- Donald C. Tillman Advanced Water Equalization Basins (AWEB) – $167.38M

City of Lancaster

Cumming Group has provided labor compliance support for City of Lancaster projects involving major public facility and park improvements. This experience further reflects our ability to support municipal clients on publicly funded capital projects requiring careful payroll monitoring, contractor coordination, and compliance documentation.

- Lancaster Stadium Renovations – $14.12M
- Samaritan Purse Park – $7.45M

SECTION 4

SUB-CONTRACTORS/ SUB-CONSULTANTS

SECTION 4

SUB-CONTRACTORS/SUB-CONSULTANTS

If your firm works with sub-contractors/subconsultants to perform the services described in the proposed Scope of Work/Statement of Work for the Project, please provide the name, full address for each sub-contractor, as well as the name of a contact person and phone number. If awarded, the City will need to provide written approval for any services offered by any and all sub-contractor/subconsultant.

Cumming Group does not anticipate the use of subcontractors or subconsultants for the services proposed under this contract. All services will be performed by our in-house labor compliance professionals, providing the City with direct accountability, consistency in compliance monitoring, and streamlined communication throughout the duration of each assignment.

SECTION 5

PROPOSED SCOPE OF SERVICES

SECTION 5

PROPOSED SCOPE OF SERVICES

Please provide a proposed Scope of Services, based on the Scope of Work contained in this RFQual; and discuss any ideas for modifying, clarifying, or improving the City's proposed scope of work.

Cumming Group will provide flexible, on-call labor compliance and program administration support services tailored to the specific needs of each project or program assignment issued by the City. Based on the RFQual, we understand that these services may be requested through task orders, requests for service/proposal, or direct project assignments, and that the level of effort may vary depending on project type, funding source, delivery stage, and compliance requirements. Our proposed scope is therefore intended to reflect the range of services we will provide under this on-call contract rather than a fixed level of effort for any one defined project.

We also understand from Addendum No. 1 that respondents are to provide fully burdened hourly rates at the SOQ stage, with assignment-specific cost proposals to be prepared after award as projects and programs are issued. Accordingly, the scope below is organized around the service areas identified in the RFQual and the manner in which we anticipate supporting the City across planning, preconstruction, active monitoring, reporting, and closeout.

Pre-Bid and Preconstruction Compliance Support

Cumming Group will support the City at the outset of each assignment by helping establish the labor compliance framework applicable to the specific project or program. This will include review of available bid and contract documentation, confirmation of applicable labor requirements, and coordination with City staff and contractors regarding expectations for compliance and reporting.

Our services during this phase may include:

- Reviewing bid packages to confirm inclusion of required wage determinations, reporting forms, and labor compliance provisions
- Obtaining and confirming applicable State and Federal prevailing wage information based on the project funding source
- Preparing labor compliance checklists, contractor guidance materials, and startup documentation
- Participating in preconstruction meetings with City staff, prime contractors, and subcontractors to address labor compliance requirements
- Providing one-on-one training and technical assistance regarding certified payroll reporting, required compliance forms, apprentice documentation, and other project-specific labor standards requirements

This early support is intended to reduce confusion during construction, establish clear expectations from the beginning, and help the City and contractor team start each assignment with a shared understanding of applicable compliance obligations.

Contractor and Subcontractor Compliance Monitoring

During active project delivery, Cumming Group will provide ongoing labor compliance monitoring services to help the City maintain compliance with applicable State, Federal, and funding-source requirements. We will review contractor and subcontractor documentation in a timely and organized manner and work proactively to identify deficiencies, document issues, and support resolution.

Our services may include:

- Reviewing weekly or periodic Certified Payroll Reports and related eDocuments
- Verifying prevailing wage payment, overtime compliance, fringe benefit reporting, and worker classifications
- Reviewing Statements of Compliance and other required contractor labor forms for completeness and accuracy
- Confirming contractor and subcontractor registration with the Department of Industrial Relations

- Confirming that contractor and subcontractor licenses are current and active
- Verifying that firms are not listed on the federal debarment list, where applicable
- Identifying deficiencies, discrepancies, or missing documentation and promptly notifying the contractor
- Tracking responses, corrections, and outstanding items through resolution

Our objective here is not simply to collect compliance documents, but to help the City maintain a monitoring process that is timely, defensible, and practical to administer across multiple assignments.

Jobsite Interviews, Contractor Support, and Discrepancy Resolution

Cumming Group will conduct on-site worker interviews and related field verification activities throughout the duration of each assignment, as appropriate to project scope and funding requirements. These activities are intended to confirm consistency between field conditions and contractor-submitted payroll and compliance records and to support early identification of potential labor issues.

When discrepancies are identified regarding wages, benefits, classifications, apprenticeship compliance, or other labor requirements, we will work directly with the contractor to resolve the issue in an expedient and well-documented manner. We will provide City staff and the project manager with clear documentation of the issue, the actions taken to address it, and the final resolution. Where needed, we will also support the City with recommendations regarding further corrective action, follow-up review, or documentation needed to support compliance enforcement.

We also view contractor education and technical assistance as part of effective compliance administration. In our experience, many recurring deficiencies can be minimized by establishing expectations early, providing practical guidance on forms and reporting requirements, and maintaining open communication throughout the assignment. We will therefore remain available to help contractors and subcontractors understand submission expectations, address documentation questions, and correct issues before they become larger compliance problems.

Monthly Reporting, Progress Support, and Closeout Documentation

Cumming Group will prepare and distribute regular labor compliance reporting to help the City maintain visibility into project status, contractor compliance, outstanding issues, and required follow-up actions. Our reporting will be structured to provide City staff with practical day-to-day information while also supporting funding oversight and future audit review.

Our services may include:

- Preparing monthly labor compliance audit reports or status summaries
- Summarizing contractor and subcontractor compliance status, outstanding discrepancies, and corrective actions
- Tracking recurring issues, unresolved items, and risk areas requiring City attention
- Assisting the City, as requested, with documentation associated with progress payment review
- Preparing summary information and supporting records for internal or external reporting purposes

At project closeout, we will provide the City with complete documentation and correspondence related to the construction project, including organized records of payrolls, field interviews, notices, contractor forms, and final compliance materials. Our goal will be to leave the City with a complete and well-organized record of each assignment rather than a collection of disconnected files.

Program Administration and Funding Support

In addition to labor compliance monitoring, Cumming Group will support the City in the broader administration of funded projects and programs. We understand this to be a key component of the RFQual and one that extends beyond construction-phase compliance alone. Depending on the nature of the assignment, our services may begin during the planning period and continue through reporting and closeout.

These services may include:

- Assisting with outreach associated with the project or program
- Supporting planning, coordination, and administrative processes associated with City projects
- Preparing materials and supporting documentation for project funding applications, submittals, and reporting
- Supporting the City in tracking program performance and maintaining required documentation for internal and external reporting
- Coordinating with City staff, contractors, and funding agencies regarding documentation, reporting requirements, and compliance obligations
- Preparing program reports, summaries, and required supporting documentation
- Assisting in monitoring compliance with applicable regulations, grant conditions, and funding requirements

Where assignments involve State or Federal funding, our team will help the City maintain clear linkage between project activity, labor documentation, and funding-related reporting requirements.

As needed, we will assist with assembling backup materials, maintaining organized support files, and preparing summaries that can be used for reimbursement support, progress reporting, or agency review. This integrated approach is intended to help the City protect funding eligibility while reducing administrative burden on City staff.

Records Management and Audit-Ready File Maintenance

Cumming Group will maintain organized records and project files throughout the duration of each assignment. Our goal will be to help the City maintain consistent, accessible, and audit-ready documentation across both labor compliance and broader program administration activities.

This may include tracking payroll records, compliance forms, correspondence, contractor submittals, interview records, monthly reports, and supporting funding documentation in a structured manner that aligns with project and program needs. We understand that the City does not currently maintain its own labor compliance tracking system, so we will furnish the organizational discipline and documentation controls needed to support each assignment effectively.

Our records-management approach will emphasize:

- Consistency in documentation and filing practices
- Timely capture of correspondence and compliance activity
- Clear organization of supporting materials for monthly reporting and closeout
- Retrieval of records in the event of audit, funding review, or internal follow-up

Additional Assignment-Specific Services

Cumming Group understands that certain assignments may involve additional requirements depending on project size, funding source, or contract terms. As applicable, we will support assignment-specific needs such as:

- Project Labor Agreement administration for projects that trigger PLA requirements
- Additional Federal compliance monitoring, including Section 3 and Build America, Buy America (BABA) requirements
- Agency-specific reporting or documentation obligations associated with funding partners such as FHWA, Caltrans, Metro, SCAG, HUD, or other applicable agencies
- Additional contractor education, working sessions, or closeout coordination needed to resolve complex compliance issues

Suggested Scope Modifications or Improvements

Cumming Group generally finds the City's proposed scope to be comprehensive and well aligned with the City's stated objectives. To support efficient implementation under an on-call bench structure, we offer the following suggested refinements:

- **Clarify assignment-specific service combinations.** Because the RFQual combines labor compliance and program administration support, we recommend clarifying at the task-order stage whether a given assignment will require labor compliance services only, program administration support only, or an integrated combination of both. This will help align staffing, level of effort, and deliverables to the City's needs for each assignment.
- **Establish assignment-specific deliverables at task-order kickoff.** We recommend that each task order confirm the applicable funding source, reporting requirements, required deliverables, and project-specific compliance obligations at the outset. This will help ensure that documentation, reporting cadence, and consultant support are appropriately tailored to each assignment.
- **Standardize documentation and reporting expectations across assignments.** Because the City does not currently maintain its own labor compliance tracking system, we recommend establishing consistent file organization, reporting formats, and documentation protocols at contract startup. This will promote continuity across multiple assignments and support clear, audit-ready records over the life of the contract.

Cumming Group's proposed scope is intended to provide the City of Montebello with responsive, organized, and scalable support across the full range of services contemplated by the RFQual. Our team will tailor each assignment to the City's project type, funding structure, and reporting requirements while maintaining a consistent focus on compliance, documentation quality, and practical support to City staff.

SECTION 6

CONFLICT OF INTEREST STATEMENT

SECTION 6

CONFLICT OF INTEREST STATEMENT

The vendor shall disclose any financial, business, or other relationship with the City that may have an impact upon the selection process. If the vendor does not have any such conflicts, a statement declaring such should be included in their submission.

Cumming Group **does not** have any financial, business, or other relationship with the City that may have an impact upon the selection process.

SECTION 7

COST PROPOSAL

SECTION 7

COST PROPOSAL

From Addendum No. 1: The cost proposal to be submitted for this RFQual shall include a fully burdened hourly rate for each position held within each firm applicable to labor compliance and program administration support services. Once consultant is awarded an agreement, the City shall request task orders, and consultant shall generate cost proposals for various projects and programs based on the cost proposal hourly rate.

Cumming Management Group, Inc. ("Cumming Group") is pleased to submit our Fee Proposal for Labor Compliance and Program Administration Support Services to the City of Montebello ("City"). Cumming Group supports several local public agencies and recognizes the need for the highest quality services at economical cost. We are flexible, and willing to work within your budget to provide these services and would be happy to engage in a discussion with the City regarding our proposed costs.

Proposed Hourly Rates

Cumming Group's proposed compensation structure is based on time and materials. From our experience, we have found that this compensation model traditionally provides our clients with the most flexibility, cost effectiveness, and the ability to expeditiously mobilize resources to address any immediate project needs. We present the following hourly rates for all anticipated team members to provide the aforementioned services on an as-needed, as-requested basis in support of the City's projects:

CLASSIFICATION	HOURLY RATE
Compliance Lead	$150
Compliance Director	$140
Compliance Manager	$130
Compliance Analyst	$120
Compliance Admin	$110

Cumming Group acknowledges that our hourly rates are fully burdened, including full compensation for all overhead and profit. Furthermore, our billing rates include provision for normal office costs, including, but not limited to; office rental, utilities, insurance, cell phone or radio, equipment, normal supplies and materials, in-house reproduction services, and local travel costs.

Not-to-Exceed Fee

In accordance with the solicitation, Cumming Group acknowledges that once a specific project has been identified, the City and the consultant shall negotiate a not-to-exceed fee (or fixed rate) proposal for each project, based on the project's scope and duration and using the consultant's proposed hourly rates. At that time, Cumming Group would be happy to submit a fee schedule for the tasks involved, broken down per task and hours, along with a schedule of current hourly rates for applicable personnel and any reimbursable expenses.

Reimbursable Expenses

Cumming Group affirms that all costs associated with printing, mileage, telephone, mailing, and other incidental expenses related to the performance of services are fully included in the hourly rates provided in the fee proposal.

SECTION 8

REFERENCES

SECTION 8

REFERENCES

Using Appendix C – References, please provide details regarding each reference. This should include the name, contact person, address, phone number, and email address of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance. The City may contact the individual listed at its discretion.

Appendix C – Reference Sheet

Entity Name City of Murrieta

Business Address 1 Town Square, Murrieta, CA 92562

Name of Contact Brian Crawford

Title Contact Senior Program Manager

Telephone Number of Contact 951.461.6047

Email of Contact bcrawford@murrietaca.gov

Description of Project Labor compliance for multiple projects

Date of Service 2025 - Ongoing

Entity Name Long Beach Utilities

Business Address 1800 East Wardlow Road, Long Beach, CA 90807

Name of Contact Fernando Eggleston

Title Contact Projects Coordinator

Telephone Number of Contact 562.970.2339

Email of Contact fernando.eggleston@lbwater.org

Description of Project Labor compliance for multiple projects

Date of Service 2022 - Ongoing

Entity Name City of Pomona

Business Address 505 S. Garey Avenue, Pomona, CA 91766

Name of Contact Rene Guerrero (Now with City of Ontario)

Title Contact Public Works Director (Former)

Telephone Number of Contact 909.620.2440

Email of Contact reneguerrero@ontarioca.gov

Description of Project Labor compliance for multiple projects

Date of Service 2023 - Ongoing

Resumes may also be included in this section for any key staff associated with project.

Eileen Ta

Compliance Lead

Eileen currently supports Cumming Group's public program, project, and construction management division for California. Eileen is a construction management professional with over 18 years of experience in supporting various multimillion-dollar public works projects, with specialized expertise in project labor agreements, labor compliance programs, small and disadvantaged business enterprise programs, labor relations, community outreach, stakeholder engagement, and procurement.

Eileen has performed work in various sectors including transportation, municipal, education, and housing for public agencies throughout California. At Cumming Group, Eileen supports several public works clients to provide management and operational oversight in support of large and complex multimillion- and billion-dollar public works construction programs. In her current role, responsibilities include the management and oversight of division operational activities and performance, adherence to firm policies, procedures, and best practices, existing client interface, contractual requirements and responsibilities, and business development.

EDUCATION

- M.P.A., Public Policy Analysis, California State University, Northridge
- B.A., History, University of California, Los Angeles

CERTIFICATIONS

- Project Management Certificate Program, California Institute of Technology
- OSHA 10

Years of Experience

18+

REPRESENTATIVE EXPERIENCE

Government – Municipal, State, Federal

- Central Basin Municipal Water District, Montebello Hills Pump Station
- City of Cudahy, Lugo Park Rehabilitation and Soccer Field
- City of Long Beach, Promenade Pedestrian Walkway Maintenance
- City of Long Beach, Graffiti Removal Services
- City of Long Beach, Convention Center Pedestrian Bridge
- City of Long Beach, Pine Avenue Pier Public Dock
- City of Long Beach, Easy Avenue Street Improvements
- City of Long Beach, 10th Street Roadway Improvements
- City of Long Beach, Studebaker Road Street Improvements
- City of Long Beach, 55th Way Landfill Cover Improvements
- City of Long Beach, Long Beach Airport Terminal Improvements
- City of Menifee, FY 22-23 Slurry Seal Program
- City of Menifee, Murrieta Road Resurfacing
- City of Menifee, Police Department Parking Lot Upgrades
- City of Menifee, Romoland Grid Resurfacing Project
- City of Pomona, Federal Housing Projects
- City of Pomona, Year-Round Emergency Shelter Projects
- County of Imperial, Behavioral Health Parking and Site Improvements

- County of Imperial, ADA Inclusive Playgrounds
- County of Imperial, Desert Shores Soccer Park – Phase 1
- County of Imperial, Juvenile Hall Building 39/New Basketball Court
- County of Imperial, Sunbeam Lake RV Park
- County of San Bernardino, Fire Station 226
- County of San Bernardino, Valley Communication Center
- Long Beach Utilities Department, Cathodic Protection Improvement of Recycled Water Systems Project
- Long Beach Utilities Department, Groundwater Treatment Plant HVAC Replacement Project
- Long Beach Utilities Department, Sanitary Sewer Rehab/ Replacement
- Long Beach Utilities Department, Spinnaker Bay Drive Water Replacement
- Orange County Sheriff's Department, Katella Range Facility Upgrade
- Orange County Sheriff's Department, Security Electronics Upgrade
- Watershed Conservation Authority, River Park Project

Transportation

- California High-Speed Rail Authority, Small and Disadvantaged Business Program
- California High-Speed Rail Authority, Construction Package 1
- Los Angeles County Metropolitan Transportation Authority, Various Projects
- Orange County Transportation Authority, Various Grade Separation Projects
- San Bernardino County Transportation Authority, I-10 Eastbound Truck Climbing Lane
- San Bernardino County Transportation Authority, SR210 Lane Addition
- Long Beach Airport, Capital Improvements to Lot A Parking Garage
- Reno-Tahoe International Airport, Remote Economy Parking Lot, Phase 2

Toby Bautista

Compliance Director

Toby brings over 17 years of experience in construction and labor compliance, having supported 400+ public works projects and administered 25+ Project Labor Agreements (PLAs) across dozens of California agencies. With extensive knowledge of state and federal labor laws, PLAs, and the California Public Contract Code, she excels in contractor oversight, complex audits, and resolving prevailing wage violations and union grievances.

Toby has played a key role in developing and managing labor compliance programs that ensure adherence to prevailing wage requirements, apprenticeship standards, and DBE participation goals. Her responsibilities have included conducting in-depth audits, reviewing certified payroll records, tracking workforce participation data, and enforcing prompt payment provisions. She is also highly experienced in resolving prevailing wage violations and addressing union grievances through formal PLA dispute resolution procedures.

EDUCATION

- B.S., Sociology, University of California, Santa Barbara

CERTIFICATIONS

- OSHA 10

Years of Experience

17+

REPRESENTATIVE EXPERIENCE

Government – Municipal, State, Federal

- City of Carson, Carson Park Master Plan
- City of Cudahy, Lugo Park Rehabilitation
- City of El Monte, Asphalt Rubber Aggregate Membrane (ARAM) and Type II Slurry
- City of Irvine, Great Park Lot 6 Parking Expansion
- City of Irvine, Harvard and Michelson Intersection Improvement Project
- City of Los Angeles, Legacy LA Tenant Improvements Project CDBG
- City of Long Beach (160+ Projects)
- City of Long Beach, Alamitos Beach Concession Building
- City of Long Beach, Civic Center Parking Structure
- City of Long Beach, Naples Seawall Repair
- City of Long Beach, R-7084 Annual Street Improvement Projects
- City of Long Beach, R-7131 Annual On-Call Street Rehabilitation Projects
- City of Long Beach, LB MUST Facility Ground Improvements
- City of Menifee, Civic Center Parking Lot
- City of Menifee, Paloma Wash Pedestrian Bridge
- City of Menifee, FY 22-23 Slurry Seal Program (2 Phases)
- City of Menifee, Murrieta Road Resurfacing
- City of Menifee, Police Department Parking Lot Upgrades
- City of Menifee, PMP 23-01 Slurry Seal Program
- City of Menifee, Romoland Grid Resurfacing Project
- City of Menifee, Casa Blanca + Willows/Lake Ridge Community Resurfacing Project

- City of Menifee, FY 23-24 Crack Seal
- City of Menifee, Quail Valley Grid Area Streetlights Project
- City of Menifee, Kay Ceniceros Parking Lot Renovation
- City of Menifee, Local Roads AC Resurfacing
- City of Menifee, La Piedra Road at Bell Mountain MS Pedestrian Improvements
- City of Menifee, PMP 24-01 Slurry Seal Program
- City of Menifee, Menifee Road Resurfacing
- City of Menifee, McCall / Sun City Westbound Turn Pocket Extension
- City of Menifee, PMP 25-01 Slurry Seal
- City of Menifee, Beth Street Improvements
- City of Menifee, PMP 25-01 Slurry Seal Program (Crack Seal)
- City of Pomona, Pomona Library Facility Improvement Project
- City of South El Monte, Solar Energy Project for City Hall, Community Center, Mini Center, and Transportation Yard
- County of Imperial, Sunbeam Lake RV Park, Lot 715, 716, and 717

Utilities

- City of Long Beach, Long Beach Gas & Oil, Long Beach, CA, Plastic Pipeline
- City of Long Beach, Long Beach Gas & Oil, Long Beach, CA, Steel Pipeline
- Upper San Gabriel Valley Municipal Water District, West Covina, CA, City of Industry and City of West Covina Recycled Water Project, Phase IIB, Packages 2 through 4
- Long Beach Utilities Department, 47th Street Improvement Project
- Long Beach Utilities Department, PCH Access Road Cast Iron Main Replacement
- Long Beach Utilities Department, Direct Installation for Multi-Family Efficiency (DIME Program)
- Long Beach Utilities Department, Marine Way Sewer and Manhole Rehab & Repair Replacement
- Long Beach Utilities Department, Cathodic Protection Improvement of Recycled Water Systems Project
- Long Beach Utilities Department, Groundwater Treatment Plant HVAC Replacement Project
- Long Beach Utilities Department, Spinnaker Bay Drive Water Replacement Phase 1
- Long Beach Utilities Department, Spinnaker Bay Drive Water Replacement Phase 2

Transportation

- California High-Speed Rail Authority, Sacramento, CA
- Los Angeles County Metropolitan Transportation Authority, Los Angeles, CA LAX/Crenshaw Site Utilities Project
- Long Beach Airport, Long Beach Airport Terminal Improvements Phase II, Long Beach, CA

Randy Munoz

Compliance Manager

Randy Munoz supports several public works clients to provide prevailing wage compliance, Project Labor Agreement (PLA) administration, and Job Coordination services. In his current role, responsibilities include monitoring certified payroll and standard documents for prevailing wage compliance, facilitating mandatory meetings between contractors and union representatives for PLA compliance, procedures, assisting contractors with meeting or exceeding local and transitional worker hiring requirements, and making regular site visits for worker interviews and/or client facing meetings.

Randy has expertise in the implementation, administration, and enforcement of Project Labor Agreements/Collective Bargaining Agreements, Small and Disadvantaged Business Enterprise Programs, National and Local Targeted Hiring Initiative Programs, Labor Compliance Programs, California Labor Code, Federal Davis-Bacon and Related Acts, and other applicable regulatory requirements and directives for various multi-million dollar projects.

EDUCATION

- B.A., Mathematics, University of California, Santa Barbara

CERTIFICATIONS

- Metro Rail Safety Training Certification
- OSHA 10

Years of Experience

5+

REPRESENTATIVE EXPERIENCE

Government – Municipal, State, Federal

- City of Los Angeles, Donald C. Tillman Advanced Water Purification Filtration (AWPF) Facility
- City of Santa Barbara, Central Library & Exterior Plaza Renovation
- City of Santa Barbara, Dwight Murphy Field Renovation
- Los Angeles County, LA General Medical Center Psychiatric Subacute
- Inland Empire Utilities Agency, Portable Thickener Site Improvement
- Inland Empire Utilities Agency, RP-1 Evaporative Cooling for Aeration Blower Building
- Inland Empire Utilities Agency, RP-4 Outfall Valve Replacement
- Inland Empire Utilities Agency, RP-1 Digester 6 & 7 Roof Repairs and Replacement
- Inland Empire Utilities Agency, Preserve Lift Station Improvements
- Inland Empire Utilities Agency, North Sewer North Trunk Sewer Siphon Replacement
- Inland Empire Utilities Agency, Fire Hydrant & Valve Replacements
- Inland Empire Utilities Agency, Jurupa-Wineville Basin Force Improvements
- Inland Empire Utilities Agency, Regional Force Main Improvements
- Inland Empire Utilities Agency, RP-1 Flare Improvements
- San Bernardino County, Bloomington Animal Care Facility
- San Bernardino County, SHR SID Orange and Blue Labs Remodel
- Port of Los Angeles, San Pedro Waterfront Phase 2
- Port of Los Angeles, Berth 302-305 On-Dock Railyard Expansion
- Port of Los Angeles, Front Street Beautification

Mason Lutz

Compliance Analyst

Mason is experienced with a wide variety of projects from every angle. He has delivered compliance on projects as small as lighting replacements and as large as new rail lines for transit agencies and Capital Improvement Programs for municipalities. Mason's experience both as a consultant and working directly for a project owner gives him a rounded perspective on what success looks like to all stakeholders. He has direct experience with DIR and DBA labor compliance, PLAs/CWAs, and small business programs. Mason's depth of experience leads him to the strategies that lead to result-driven success on real conditions and limitations that come with real projects with varying compliance requirements.

EDUCATION

- B.S., Physics, Minor: Education, University of California, Los Angeles

CERTIFICATIONS

- OSHA 10

Years of Experience

8+

REPRESENTATIVE EXPERIENCE

Government – Municipal, State, Federal

- City of Santa Ana (100+ Projects)
- City of Santa Ana, Omnibus Concrete Repairs
- City of Santa Ana, Lincoln Ave Pedestrian Pathway
- City of Santa Ana, Main Library Roof Improvements
- City of Santa Ana, Raitt and Myrtle Park
- City of Santa Ana, Santa Ana Zoo Giant River Otter Habitat
- City of Palmdale, Sam Yellen Park Ph 2
- City of Palmdale, Ave R Complete Streets
- City of Palmdale, Maintenance Yard Improvements
- City of Garden Grove, Arterial Streets Rehab
- City of Garden Grove, Acacia-Josephine Storm Drain
- City of San Mateo, Wastewater Treatment Plant Expansion
- City of West Hollywood, West Hollywood Homekey Ph. 2
- County of Los Angeles DPW, Harbor-UCLA Medical Center Replacement
- City of Salinas, Hebbron Family Center
- City of Rialto, Street Overlay & Recon

Transportation

- LA County Metro, Crenshaw Line
- LA County Metro, Purple Line Extension Section 2

Education

- Azusa USD, Gladstone HS HVAC
- Whittier City SD, Edwards Mod
- Whittier City SD, Structured Wiring Group 3
- Santa Ana USD, Fremont MPR HVAC
- San Bernardino CCD, CP-1 Technical Building
- San Bernardino CCD, CHC Childhood Development Center
- San Bernardino CCD, New Softball Field

Rhonda Nguyen

Compliance Administrator

Rhonda is a diligent and dedicated professional with over ten years of experience in project coordination, financial analysis, fiscal management, accounting, and contract administration. Rhonda assists our compliance team with labor compliance pre-job coordination, SharePoint management, review of contractor forms, and administrative support for compliance meetings such as the labor compliance pre-jobs or contractor compliance closeout working sessions. Utilizing her strong communication and interpersonal skills, Rhonda has a long history of success supporting organizations in achieving consistent success in meeting and exceeding organizational goals.

EDUCATION

- B.A., Business Administration, California State University, Fullerton

Years of Experience

10+

REPRESENTATIVE EXPERIENCE

Government – Municipal, State, Federal

- Central Basin Municipal Water District, Montebello Hills Pump Station Project
- City of Irvine, Public Safety Locker Room
- City of Irvine, Civic Center Expansion (Third-Floor Tenant Improvements)
- City of Irvine, Great Park Cultural Terrace Phase 3
- City of Irvine, Great Park Operations and Maintenance Facility
- City of Irvine, Great Park Building 369 (Aviator Hall) Retrofit
- City of Menifee, FY 22-23 Slurry Seal Program
- City of Menifee, Murrieta Road Resurfacing
- City of Menifee, Police Department Parking Lot Upgrades
- City of Menifee, Romoland Grid Resurfacing Project
- County of Imperial, Behavioral Health Juvenile Parking and Site Improvements
- County of Imperial, Juvenile Hall Building 39 / New Basketball Court
- County of Imperial, Sunbeam Lake Water Feature Expansion Project
- Long Beach Utilities Department, Spinnaker Bay Drive Water Replacement Phase 1
- Long Beach Utilities Department, Golden Avenue Water Main Replacement
- Long Beach Utilities Department, Cathodic Protection Improvement
- Long Beach Utilities Department, Sanitary Sewer Rehabilitation

Transportation

- San Bernardino County Transportation Authority, SR210 Lane Addition

SECTION 9

REDLINE COMMENTS ON THE PROFESSIONAL SERVICES AGREEMENT TEMPLATE

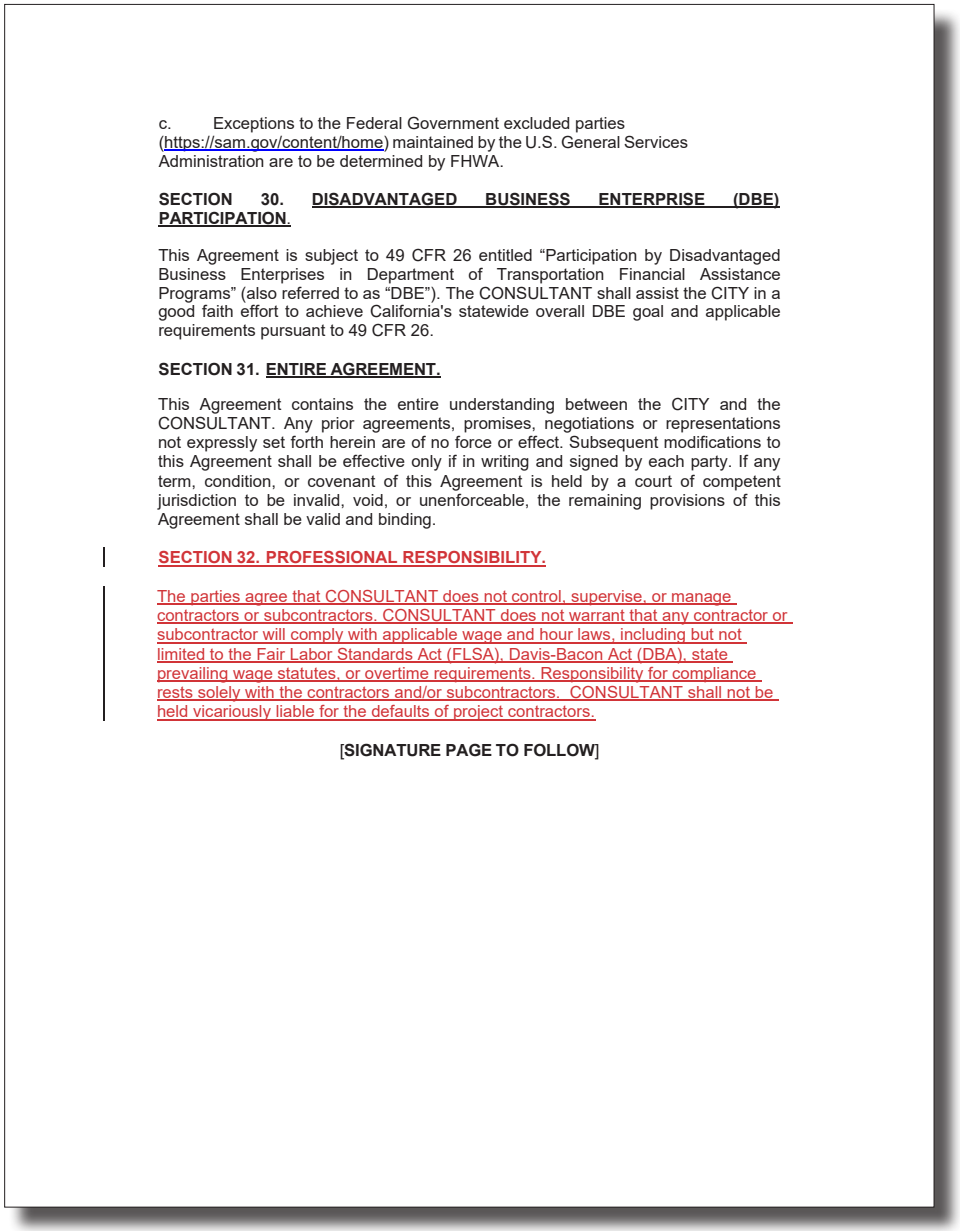
SECTION 9

REDLINE COMMENTS ON THE PROFESSIONAL SERVICES AGREEMENT TEMPLATE

Using Appendix D – Proposers are requested to review the Professional Services Agreement template provided and submit any proposed redline revisions with their response. Following the award of the RFQual, the City will evaluate all submitted redline comments in coordination with the City Attorney and will work with the selected firm(s) to reach mutual agreement on the final contract terms. Proposers must demonstrate full compliance with the City's insurance requirements as a condition of eligibility.

Redline Comments

Cumming Group has reviewed the City's sample Professional Agreement and is proposing the following possible edit to the contract language for consideration by the City. However, we understand/accept any decision by the City to accept or reject Cumming Group's proposed modifications, and Cumming Group is prepared to use the City's contract as provided.



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.

SECTION 32. PROFESSIONAL RESPONSIBILITY.

The parties agree that CONSULTANT does not control, supervise, or manage contractors or subcontractors. CONSULTANT does not warrant that any contractor or subcontractor will comply with applicable wage and hour laws, including but not limited to the Fair Labor Standards Act (FLSA), Davis-Bacon Act (DBA), state prevailing wage statutes, or overtime requirements. Responsibility for compliance rests solely with the contractors and/or subcontractors. CONSULTANT shall not be held vicariously liable for the defaults of project contractors.

[SIGNATURE PAGE TO FOLLOW]

Demonstration of Compliance With City's Insurance Requirements

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/17/2026

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
Marsh & McLennan Agency LLC
Marsh & McLennan Ins. Agency LLC
1 Polaris Way #300
Aliso Viejo CA 92656

License#: 0H18131

CONTACT NAME: Katie McCoy
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: occerts@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkshire Hathaway Specialty Ins Co	22276
INSURER B : Travelers Indemnity Company of CT	25682
INSURER C : Farmington Casualty Company	41483
INSURER D : Travelers Property Casualty Co of Amer	25674
INSURER E :	
INSURER F :	

INSURED
Cumming Management Group, Inc.
25240 Hancock Avenue
Suite 200
Murrieta CA 92562-0900
CUMMIGROUP

COVERAGES **CERTIFICATE NUMBER:** 1261859060 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	P630C2189529TCT25	12/31/2025	12/31/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	810C22681032543G	12/31/2025	12/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	N	N	CUPC22688222543	12/31/2025	12/31/2026	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	UBC22667972543G	12/31/2025	12/31/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional E&O Retro 11/07/2006		Y	47EPP31356506	12/31/2025	12/31/2026	Per Claim Policy Aggregate Retention	$2,000,000 $2,000,000 $250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFQ - Labor Compliance & Program Administration Support Services - RFQual No. 26-03.
City of Montebello, its officers, employees, agents and volunteers are included as Additional Insured with respects to General Liability and Auto Liability where required by written contract, per attached endorsements. Insurance is Primary & Non-Contributory with respects to General Liability and Auto Liability where required by written contract, per the attached endorsements. Waiver of Subrogation applies with respects to General Liability, Auto Liability, Workers Compensation and Professional Liability where required by written contract, per the attached endorsements. 30 Day Notice of Cancellation provision applies to General Liability, where required by written contract, per the attached endorsement.

CERTIFICATE HOLDER
City Of Montebello
Attn.: Principal Risk Officer
1600 W. Beverly Boulevard
Montebello, CA 90640

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

AUTHORIZED REPRESENTATIVE

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SECTION 10

ADDITIONAL ATTACHMENTS

SECTION 10

ADDITIONAL ATTACHMENTS

Please use this section to attach any information that was not previously included identified in any other section.

Cumming Group Overview

Cumming Management Group, Inc. ("Cumming Group") is a California-founded construction and project management consultancy with three decades of experience supporting public agencies throughout Southern California. Since 1996, we have partnered with cities, counties, transportation agencies, utility providers, school districts, and other public-sector owners to deliver specialized support across capital programs and public works projects, including labor compliance, PLA/CWA administration, contractor outreach, and broader program administration services.

Today, Cumming Group includes more than 3,000 professionals across approximately 70 offices worldwide, combining the depth and resources of a large organization with the responsiveness of a locally focused public-sector team. Our Southern California presence includes offices in Los Angeles, Hermosa Beach, Aliso Viejo, Murrieta, and San Diego, allowing us to provide responsive, on-call support to clients throughout Los Angeles County, the Inland Empire, Orange County, and surrounding regions. This local footprint enables us to mobilize quickly while drawing on the experience of a broader regional team with deep expertise in prevailing wage compliance, certified payroll review, apprenticeship monitoring, funding-related documentation, and project records management.

Our labor compliance professionals have supported a wide range of publicly funded projects, including roadway and street improvements, traffic and pedestrian enhancements, utility and water infrastructure, parks and recreation improvements, public facilities, and other municipal capital projects. This experience includes assignments for clients such as the City of Menifee, City of Murrieta, City of Pomona, City of Irvine, City of Long Beach, Long Beach Utilities, County of Imperial, County of San Bernardino, and San Bernardino Transportation Authority. Across these assignments, our team has helped public agencies maintain compliance with State and Federal prevailing wage requirements, administer project labor obligations, resolve payroll and documentation issues, and support clear, audit-ready project records.

For the City of Montebello, Cumming Group will provide a dedicated in-house team focused on labor compliance and program administration support. Our approach is grounded in responsiveness, consistency, and practical coordination with City staff, contractors, subcontractors, and funding partners. We understand that on-call support must be both technically strong and easy to work with, and we are committed to providing services that help the City maintain compliance, protect funding, and move projects forward efficiently.

Team Roles and Responsibilities

Cumming Group's proposed organization is designed to provide the City of Montebello with clear lines of responsibility, responsive communication, and the flexibility to scale support based on assignment needs. The team combines senior oversight, day-to-day compliance leadership, project-level execution, and administrative support so that each assignment is staffed appropriately and delivered efficiently. This structure is adapted from how we have presented and deployed labor compliance teams on similar on-call public works assignments.

Eileen Ta, Compliance Lead

Eileen Ta will serve as the City's Compliance Lead and primary point of contact for labor compliance and program administration support services. She will provide overall leadership for the assignment, oversee coordination with City staff, and ensure that services are delivered in accordance with applicable labor standards, funding requirements, and City expectations. Eileen will also guide reporting, documentation, and quality control efforts across all assigned projects and programs.

Toby Bautista, Compliance Director

Toby Bautista will provide senior technical oversight for labor compliance implementation. She will support interpretation of prevailing wage requirements, certified payroll compliance, apprenticeship documentation, PLA-related obligations, and discrepancy resolution. Toby will also assist with quality assurance, contractor guidance, and issue escalation to help ensure that compliance activities are administered consistently and thoroughly across assignments. This role is closely aligned with the technical oversight position described in the Corona proposal.

Randy Munoz, Compliance Manager

Randy Munoz will support project-level implementation of labor compliance services, including payroll and document review, field verification support, contractor coordination, and assistance with PLA- and workforce-related requirements where applicable. He will work closely with the Compliance Lead and Compliance Director to help monitor assignment progress, communicate with project stakeholders, and maintain timely follow-through on compliance issues.

Mason Lutz, Compliance Analyst

Mason Lutz will support day-to-day compliance administration, including review of contractor submissions, tracking of required forms and documentation, coordination of records, and assistance with reporting. He will help verify compliance with State and Federal labor requirements and support the team's efforts to maintain organized, accurate, and defensible project documentation.

Rhonda Nguyen, Compliance Administrator

Rhonda Nguyen will provide administrative and documentation support across active assignments. Her responsibilities will include file maintenance, tracking of forms and correspondence, support for preconstruction and closeout coordination, assistance with report assembly, and general administrative support needed to keep each assignment organized and responsive. As reflected in similar go-bys, this role is important to maintaining continuity, documentation control, and smooth communication across multiple on-call assignments.

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////////////////////////////////// BUILDING VALUE THROUGH EXPERTISE

EXHIBIT 'C'

Local Assistance Procedures Manual, Exhibit 10-R, Appendices A and E

Exhibit 10-R: A&E BOILERPLATE AGREEMENT LANGUAGE

(For Local Assistance Federal-Aid Projects)

NOTE TO LOCAL AGENCY - BE SURE THAT YOUR LEGAL STAFF REVIEWS AND APPROVES ALL CONSULTANT CONTRACTS BEFORE EXECUTION. THIS AGREEMENT LANGUAGE IS RECOMMENDED LANGUAGE, EXCEPT ARTICLE XXXII TITLE VI ASSURANCES (APPENDICES A AND E MUST BE PHYSICALLY INCLUDED, UNMODIFIED, IN ANY FEDERAL-AID CONTRACT AND APPENDICES B-D MUST BE PHYSCIALLY INCLUDED, UNMODIFIED, IN ANY FEDERAL-AID CONTRACT INVOLVING RIGHT OF WAY ACQUISITION). MODIFY AS RECOMMENDED BY YOUR OWN LEGAL STAFF AND TO FIT YOUR PARTICULAR REQUIREMENTS AND PROJECT.

THE FISCAL AND FEDERAL PROVISIONS ARE REQUIRED IN ALL FEDERALLY FUNDED CONTRACTS. THE ORIGINAL INTENT OF THE ARTICLE SHALL REMAIN, IF MODIFIED BY YOUR LEGAL STAFF.

THIS EXHIBIT CONTAINS FISCAL REQUIREMENTS FROM 2 CFR 200 AND IS TO BE USED FOR STATE-ONLY FUNDED CONTRACTS AS WELL.

[*Note: italic text within brackets throughout the Articles is intended for instructional purposes only*]

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ARTICLE I INTRODUCTION

A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:
(NAME OF CONSULTANT)

Incorporated in the State of (NAME OF STATE)
The Project Manager for the "CONSULTANT" will be (NAME)
The name of the "LOCAL AGENCY" is as follows:
(NAME)

The Contract Administrator for LOCAL AGENCY will be (NAME)

B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated (DATE). The approved CONSULTANT's Cost Proposal is attached hereto (Attachment #) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.

D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of LOCAL AGENCY.

E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.

F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against LOCAL AGNECY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from LOCAL AGENCY under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.

H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.

I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

[*Choose either Option 1 or Option 2*]

[*Option 1 - Use paragraphs A & B below for standard AGREEMENTs*]

A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if 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.

B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

[*Option 2 - Use paragraphs A & B below for on-call AGREEMENTs]*

A. 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 LOCAL AGENCY's Contract Administrator or Project Coordinator to determine, if 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.

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

ARTICLE III STATEMENT OF WORK

[*Insert Appropriate Statement of work including a Description of the Deliverables in the following sections. If a section does not apply to the AGREEMENT, state "Not Applicable to this AGREEMENT."*]

A. CONSULTANT Services
[*Detail based on the services to be furnished should be provided by CONSULTANT. Nature and extent should be verified in the negotiations to make precise statements to eliminate subsequent*

uncertainties and misunderstandings. Reference to the appropriate standards for design or other standards for work performance stipulated in CONSULTANT AGREEMENT should be included. Describe acceptance criteria, and if the responsible CONSULTANT/engineer shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the AGREEMENT including registration number.

Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact, or the Caltrans District Director signs the Record of Decision (see LAPM Chapter 6: Environmental Procedures, and the Standard Environmental Reference).]

B. Right of Way
[*State whether Right of Way requirements are to be determined and shown by CONSULTANT, whether land surveys and computations with metes and bounds descriptions are to be made, and whether Right of Way parcel maps are to be furnished.*]

C. Surveys
[*State whether or not the CONSULTANT has the responsibility for performing preliminary or construction surveys.*]

D. Subsurface Investigations
[*State specifically whether or not CONSULTANT has responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONSULTANT, appropriate provisions are to be incorporated. Archaeological testing and data recovery guidance can be found in the Standard Environmental Reference.*]

E. Local Agency Obligations
All data applicable to the project and in possession of LOCAL AGENCY, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

F. Conferences, Site Visits, Inspection of Work
This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the LOCAL AGENCY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

G. Checking Shop Drawings
[*For AGREEMENTs requiring the preparation of construction drawings, make provision for checking shop drawings. Payment for checking shop drawings by CONSULTANT may be included in the AGREEMENT fee, or provision may be made for separate payment.*]

H. CONSULTANT Services During Construction
The extent, if any of CONSULTANT's services during the course of construction as material testing, construction surveys. etc., are specified in the AGREEMENT together with the method of payment for such services.

I. Documentation and Schedules
AGREEMENTs where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

J. Deliverables and Number of Copies
The number of copies or documents to be furnished, such as reports, brochures, sets of plans, specifications, or Right of Way parcel maps shall be specified. Provision may be made for payment for additional copies.

ARTICLE IV PERFORMANCE PERIOD

[*A time must be set for beginning and ending the work under the AGREEMENT. The time allowed for performing the work is specified; it should be reasonable for the kind and amount of services contemplated; and it is written into the AGREEMENT. If it is desirable that Critical Path Method (CPM) networks, or other types of schedules be prepared by CONSULTANT, they should be identified and incorporated into the AGREEMENT.*]

A. This AGREEMENT shall go into effect on (DATE), contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on (DATE), unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

[*Use paragraph C below in addition to paragraphs A & B above for on-call AGREEMENTs. On-call AGREEMENTs shall be 5 years maximum.*]

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

[*Choose either Option 1, 2, 3, or 4*]

[*Option 1 - Use paragraphs A through J below for Cost-Plus-Fixed Fee Agreements*]

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of $(AMOUNT). The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.

H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed $(Amount).

J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

[*Option 2 - For Cost per Unit of Work Agreements, replace paragraphs A & B of Option 1 with the following paragraphs A, B, and C and re-letter the remaining paragraphs. Adjust as necessary for work specific to your project*].

A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.

B. The specified rate to be paid for vehicle expense for CONSULTANT's field personnel shall be $(Amount) per approved Cost Proposal. This rate shall be for fully equipped vehicle(s) specified in

Article III Statement of Work, as applicable. The specified rate to be paid for equipment shall be, as listed in the approved Cost Proposal.

C. The method of payment for this AGREEMENT, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY approved overhead rate set forth in the approved Cost Proposal. In the event, LOCAL AGENCY determines that changed work from that specified in the approved Cost Proposal and AGREEMENT is required; the actual costs reimbursable by LOCAL AGENCY may be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," of this article shall not be exceeded unless authorized by AGREEMENT amendment.

[*Option 3 - Use paragraphs A through P for Specific Rates of Compensation Agreements (such as on-call Agreements). This payment method shall only be used when it is not possible at the time of procurement to estimate the extent or duration of the work or to estimate costs with any reasonable degree of accuracy. The specific rates of compensation payment method should be limited to AGREEMENTs or components of AGREEMENTs for specialized or support type services where the CONSULTANT is not in direct control of the number of hours worked, such as construction engineering and inspection.*]

A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate.

B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.

C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.

D. After a project to be performed under this AGREEMENT is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.

E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal.

CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

F. [*Local Agency to include either (a) or (b) below; delete the other one*]

(a) Reimbursement for transportation and subsistence costs shall not exceed State rates.

(b) Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. CONSULTANT will be responsible for transportation and subsistence costs in excess of State rates.

G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.

I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.

J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.

K. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(NAME OF LOCAL AGENCY/ NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.

M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.

N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

O. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.

P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this AGREEMENT shall not exceed $ (Amount). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

[*Option 4 - Use paragraphs A through E below for lump sum agreements.*

A. The method of payment for this AGREEMENT will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article III Statement of Work. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by AGREEMENT amendment and approved by LOCAL AGENCY.

B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.

C. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.

D. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice must be submitted within sixty (60) calendar days after completion of CONSULTANT's work unless a later date is approved by the LOCAL AGENCY. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

E. The total amount payable by LOCAL AGENCY shall not exceed $(Amount).

ARTICLE VI TERMINATION

A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by LOCAL AGENCY by virtue of any breach of this AGREEMENT by CONSULTANT, and LOCAL AGENCY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due LOCAL AGENCY from CONSULTANT is determined.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII 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 LOCAL AGENCY.

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.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY 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. LOCAL AGENCY, 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.

ARTICLE IX AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

   1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

~~D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.~~

D. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

E. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. ~~This clause applies to both DBE and non-DBE subconsultants.~~

CONSULTANT must submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

F. Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

[*Choose either Method 1, Method 2, or Method 3 below and delete the other two.*]

Method 1: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Method 2: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Method 3: The LOCAL AGENCY shall hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY of the contract work and pay retainage to CONSULTANT based on these acceptances. CONSULTANT or subconsultant shall return all monies withheld in retention from all subconsultants within 15 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the LOCAL AGENCY. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT; deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

   1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the

equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov**.**

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

    a. The information contained in the payroll record is true and correct.

    b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all

reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in

violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the CONSULTANT fails to comply with all of the following requirements:

    a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

    b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

    c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

    d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants 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 forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.

B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

[*Include this article in all AGREEMENTs where federal funding will exceed ~~$150,000~~ $100,000. If less than ~~$150,000~~ $100,000 in federal funds will be expended on the AGREEMENT, delete this article and re-number the subsequent articles.*]

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

   1. No State, Federal, or LOCAL AGENCY 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.

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

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.

ARTICLE XVI 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 §11102.

B. During the performance of this AGREEMENT, 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. CONSULTANT and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. 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 LOCAL AGENCY 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. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY 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 LOCAL AGENCY shall require to ascertain compliance with this clause.

E. 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. 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. 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 LOCAL AGENCY components of the DBE Program Plan, 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.~~

ARTICLE XVII 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:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
4. 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.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) ~~PARTICIPATION~~

A. CONSULTANT, ~~subrecipient (LOCAL AGENCY),~~ or subconsultant, shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). ~~To ensure equal participation of DBEs provided in 49 CFR 26.5, the LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.~~

~~CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: https://caltrans.dbesystem.com/.~~

~~All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:~~

- ~~100 percent counts if the materials or supplies are obtained from a DBE manufacturer.~~
- ~~60 percent counts if the materials or supplies are purchased from a DBE regular dealer.~~
- ~~Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."~~

~~This AGREEMENT is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTs who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.~~

~~B. The goal for DBE participation for this AGREEMENT is _____%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10-O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.~~

~~C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.~~

~~D. Contract Assurance~~

In accordance with 49 CFR 26.13(b):

CONSULTANT, ~~subrecipient~~ or subconsultant, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT 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 LOCAL AGENCY deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions; and/or

(3) Disqualifying CONSULTANT from future proposing as non-responsible

~~E. Termination and Replacement of DBE Subconsultants~~

~~CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.~~

~~Termination of DBE Subconsultants~~

~~After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the LOCAL AGENCY:~~

~~1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.~~

2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the LOCAL AGENCY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and the LOCAL AGENCY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.
3. Submit CONSULTANT's DBE termination request by written letter to the LOCAL AGENCY and include:
    - One or more above listed justifiable reasons along with supporting documentation.
    - CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
    - The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

Replacement of DBE Subconsultants

After receiving the LOCAL AGENCY's written authorization of DBE termination request, CONSULTANT must obtain the LOCAL AGENCY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

~~The following procedures shall be followed to request authorization to replace a DBE firm:~~

~~1. Submit a request to replace a DBE with other forces or material sources in writing to the LOCAL AGENCY which must include:~~

~~a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.~~

~~b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:~~

- ~~Description of scope of work and cost proposal~~
- ~~Proposed subcontract agreement and written confirmation of agreement to perform on the Contract~~
- ~~Revised Exhibit 10-O2: Consultant Contract DBE Commitment~~

~~2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFEs to use DBE replacement firms within seven (7) days of LOCAL AGENCY's authorization to terminate the DBE. CONSULTANT may request the LOCAL AGENCY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:~~

- ~~Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment~~
- ~~Solicitations of DBEs for performance of work identified~~
- ~~Correspondence with interested DBEs that may have included contract details and requirements~~
- ~~Negotiation efforts with DBEs that reflect why an agreement was not reached~~
- ~~If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive~~
- ~~Copies of each DBE's and non-DBE's price quotes for work identified, as the LOCAL AGENCY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher~~
- ~~Additional documentation that supports CONSULTANT's GFE~~

~~The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.~~

~~F. Commitment and Utilization~~

~~The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.~~

~~The LOCAL AGENCY shall request CONSULTANT to:~~

~~1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation~~

~~2. Provide this notification before starting the affected work~~

3. Maintain records including:
   - Name and business address of each 1st -tier subconsultant
   - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
   - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.
If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold $10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the LOCAL AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders

- ~~Bills of lading~~
- ~~Invoices~~
- ~~Proof of payment~~

~~CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the LOCAL AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three months of work.~~

~~CONSULTANT must notify the LOCAL AGENCY immediately if they believe the DBE may not be performing a CUF.~~

~~The LOCAL AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional LOCAL AGENCY evaluations. The LOCAL AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The LOCAL AGENCY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the LOCAL AGENCY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the LOCAL AGENCY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.~~

~~CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of LOCAL AGENCY's request such as:~~

- ~~Proof of ownership or lease and rental agreements for equipment~~
- ~~Tax records~~
- ~~Employee rosters~~
- ~~Certified payroll records~~
- ~~Inventory rosters~~

~~Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.~~

~~If CONSULTANT and/or the LOCAL AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. LOCAL AGENCY may deny payment for the noncompliant portion of the work. LOCAL AGENCY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. LOCAL AGENCY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the LOCAL AGENCY's approval. The LOCAL AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.~~

~~If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.~~

~~H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.~~

~~I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.~~

~~J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.~~

~~K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.~~

~~L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.~~

~~For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.~~

~~M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.~~

ARTICLE XIX INSURANCE

[*Choose either Option 1 or Option 2*]

[*Option 1 - for AGREEMENT with a scope of services that may require the CONSULTANT or subconsultant to work within the operating state or Local Agency Highway Right of Way; where there would be exposure to public traffic or construction operations.*]

A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars ($1,000,000) per occurrence.

B. The Certificate of Insurance will provide:

1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to LOCAL AGENCY.
2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

[*Option 2 - for AGREEMENTs with a scope of services that will not require the CONSULTANT or subconsultant to work within the operating state or Local Agency Highway Right of Way where there would be exposure to public traffic or construction CONSULTANT operations*.]

CONSULTANT is not required to show evidence of general comprehensive liability insurance.

ARTICLE XX FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.

C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

[*Choose either Option 1 or Option 2*]

[*Option 1 - Use paragraphs A through C below for all AGREEMENTs without PS&E submittal*]

A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and [*Insert Department Head or Official*], who may consider written or verbal information submitted by CONSULTANT.

B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

[*Option 2 - Replace Paragraph B, above, with the following for AGREEMENTs requiring the submission of PS&E*]

B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

[*Add the following paragraph to all AGREEMENTs, which may require trenching of five feet or deeper*]

D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXVI OWNERSHIP OF DATA

A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of LOCAL AGENCY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, LOCAL AGENCY shall be entitled to, and CONSULTANT shall deliver to LOCAL AGENCY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to LOCAL AGENCY which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by LOCAL AGENCY.

B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of LOCAL AGENCY without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by LOCAL AGENCY for another project or project location shall be at LOCAL AGENCY's sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR

A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

[*For PS&E contracts add paragraph F, below, to paragraphs A through E, above*]

F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of LOCAL AGENCY or except by court order. If

CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, LOCAL AGENCY has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, LOCAL AGENCY's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

~~ARTICLE XXXI PROMPT PAYMENT~~

~~A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONSULTANT~~

~~The LOCAL AGENCY shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the LOCAL AGENCY shall act in accordance with both of the following:~~

~~(1) The LOCAL AGENCY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.~~

~~(2) The LOCAL AGENCY must return any payment request deemed improper by the LOCAL AGENCY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.~~

~~B. PROMPT PAYMENT CERTIFICATION~~

~~For projects awarded on or after September 1, 2023: the~~ CONSULTANT must ~~now~~ submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

ARTICLE XXXI TITLE VI ASSURANCES

APPENDICES A - E of the TITLE VI ASSURANCES

[*The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if appliable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.*

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a LOCAL AGENCY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the LOCAL AGENCY with other parties:

a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.]

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives.

Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

   i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

   ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does

hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C
CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

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).

ARTICLE XXXII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

(CONSULTANT)

(NAME) ,Project Manager

(ADDRESS)

LOCAL AGENCY:

(LOCAL AGENCY)

(NAME) , Contract Administrator

(ADDRESS)

ARTICLE XXXIII CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXIV SIGNATURES

(Name of LOCAL AGENCY)	(Name of CONSULTANT)
(Signature)	(Signature)
(Name of Signer)	(Name of Signer)
Date: _____	Date: _____

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: **APPROVE AGREEMENT NOS. 4533, 4534 AND 4535 WITH G3 QUALITY, THE CONVERSE PROFESSIONAL GROUP AND PA & ASSOCIATES FOR MATERIAL TESTING AND SPECIAL INSPECTION SERVICES**

DATE: June 24, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Authorize the City Manager to execute Professional Services Agreement No. 4533 with G3 Quality, Inc. (Attachment A) for on-call material testing and special inspection services for the not-to-exceed annual amount of one hundred thousand ($100,000); and
2. Authorize the City Manager to execute Professional Services Agreement No. 4534 with Converse Professional Group (Attachment B) for on-call material testing and special inspection services for the not-to-exceed annual amount of one hundred thousand ($100,000); and
3. Authorize the City Manager to execute Professional Services Agreement No. 4535 with PA & Associates (Attachment C) for on-call material testing and special inspection services for the not-to-exceed annual amount of seventy-five ($75,000); and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

City Council authorized staff to solicit proposals for on-call material testing and special inspection services (Request for Qualifications No. 26-04) in compliance with Federal, State and County regulations at the regularly scheduled April 8, 2026 City Council meeting. The services performed by the three (3) firms listed in the recommended actions

will be paid for from a combination of project-specific funds, typically funded through approved Capital Improvement Program (CIP) budgets. Staff will minimize and mitigate the use of General Fund appropriations and other special interest funds reserved and designated for other operational purposes.

The Fiscal Year 2026-27 proposed budget includes funding in the CIP for various projects and for various services required to complete each infrastructure project. Therefore, the recommended actions do not require a budget amendment.

Execution of a professional services agreement (PSA) is not an indication that the engineering firms will receive compensation for the intended services. It is the intent of the staff to spread the work amongst the firms and award specific projects to firms that are most suited to completing the specific type of project, while providing the City with the most flexible options to move forward with a project.

The PSAs (Attachments A, B and C) are for a period of three years (ending on June 30, 2029) and will include two optional one-year terms. The PSAs allow the City flexibility by augmenting or reducing contract staff as required without interrupting services to residents, businesses, or developers while continuing to meet service goals.

BACKGROUND/DISCUSSION:

The City routinely undertakes capital improvement projects including street rehabilitation, utility upgrades, facility renovations, and new construction. Many of these projects require third-party material testing and special inspections to verify code compliance, ensure construction quality, and protect the City's infrastructure investment.

Material testing firms provide services such as concrete and asphalt testing, compaction testing, structural steel inspections, welding inspections, and other specialized evaluations. These services are mandated by local codes, funding agencies, and best technical practices. Project schedules fluctuate throughout the year and materials testing needs frequently arise on short notice. The City has historically relied on on-call service agreements to ensure timely access to qualified testing and inspection professionals when needed.

On April 8, 2026, the City Council authorized staff to advertise a Request for Qualifications (RFQual No. 26-04). On-call professional services agreements for specific disciplines will maximize expertise and experience and allow staff to mobilize the firms based on pre-negotiated, competitive procurement terms and conditions. This philosophy allows the congruence of City staff and consultants to find solutions in an effective and efficient manner.

The Public Works Department utilizes municipal engineering contracts to provide public works and engineering support on an as-needed basis. The City needs technical expertise in several disciplines to advance the objectives and policies of the City Council.
.
RFQual No. 26-04 was published on April 9, 2026, in a newspaper of general circulation. Engineering firms accessed the documents via PlanetBids. Proposals were electronically

submitted via PlanetBids on May 6, 2026. The following table includes the twelve professional companies that submitted their respective qualifications proposals:

	Material Testing Companies
1	California Testing and Inspection
2	Caltech Labs, Inc.
3	Fenagh Engineering and Testing LLC
4	G3 Quality, Inc.
5	Geocon West, Inc.
6	Koury Engineering & Testing, Inc.
7	MTGL Inc.
8	PA & Associates
9	Smith-Emery Laboratories
10	The Converse Professional Group
11	The Quality Firm
12	Union Materials Testing, Inc.

City staff reviewed the companies' qualifications based on their expertise and experience of the firm, its key personnel and the ability and competence of the firm to perform the work; familiarity with required Federal, State, and local standards and procedures; and capacity and quality of staff to provide resources necessary to develop and manage multiple work assignments. Based on the investigation, the staff's recommendation is to award professional service agreements (Attachments A, B and C) to tG3 Quality, The Converse Professional Group and PA & Associates. The remaining proposals are available in the City Clerk's Office for review.

Approval of an on-call professional services agreement for material testing and special inspections involves no physical construction and does not authorize any activity that could result in a direct or reasonably foreseeable physical change in the environment. Therefore, the action is not a project under CEQA (PRC § 21065; CEQA Guidelines § 15378(b)(2), (5)).

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend City Council authorize the City Manager to execute Professional Services Agreement Nos. 4533, 4534 and 4535 with G3 Quality, Inc., The Converse Professional Group, and PA & Associates for on-call material testing and special inspection services, respectively, funded through a combination of local and special

revenue funds.

ATTACHMENT(S)

1. Attachment A - Agreement No. 4534 - G3 Quality, Inc.
2. Attachment B - Agreement No. 4534 - Converse Professional Group
3. Attachment C - Agreement No. 4535 - P.A. Associates, Inc.

CITY OF MONTEBELLO'S ON-CALL BENCHLIST
PROFESSIONAL SERVICES AGREEMENT NO. 4534
FOR ARCHITECTURAL AND ENGINEERING SERVICES WITH
G3 QUALITY, INC. (RFQual No. 26-04)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **June 24, 2026** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY"), and G3 QUALITY, INC., a California corporation (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individually as the "Party" and jointly as the "Parties" .

RECITALS

WHEREAS, the CITY desires to retain a qualified professional to provide architectural and engineering professional services to the CITY; and

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

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

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

WHEREAS, the CONSULTANT responded to CITY's Request for Qualifications dated April 9, 2026 ("RFQual No. 26-04") as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference.

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS.

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

a. This Agreement is comprised of Sections 1 through 31, and its various exhibits.

b. RFQual No. 26-04, attached hereto as **Exhibit "A"**.

c. The CONSULTANT'S Proposal to RFQual No. 26-04, attached hereto as **Exhibit "B"**.

d. Local Assistance Procedures Manual (LAPM) Exhibit 10-R, Appendices A and E as **Exhibit "C"**.

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

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

SECTION 2. **SERVICES / COMPENSATION**.

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

B. The CONSULTANT shall provide those services that are set forth in Exhibits A and B solely on an as-needed basis subject to the CITY's authorization of specific work assignments through executed task orders.

C. Once authorized by the CITY, the CONSULTANT shall complete those services in a timely manner, and in accordance with an agreed-upon work schedule to be determined by the Parties.

D. Once authorized by the CITY to commence work on specific work assignments, CONSULTANT shall be compensated in an annual allocation amount not-to-exceed **One Hundred Thousand Dollars ($100,000)** (the "Compensation") for the performance of the Scope of 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 Maximum Annual Compensation without the prior written consent of the CITY.

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

F. 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.

G. 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 **July 1, 2026**, and shall terminate on **June 30, 2029** ("Date of Completion"), with an option to extend up to two (2), one-year terms; unless such deadline is extended in writing by a further agreement between the Parties or the Agreement is terminated sooner as provided in Section 8 herein.

SECTION 4. **PERFORMANCE**.

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

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

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

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

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

f. The CONSULTANT's Reports or Meetings:

i. The CONSULTANT shall submit progress reports on each specific project in accordance with its respective task order signed and issued by the CITY. 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 (1) to determine if the CONSULTANT is performing to expectations or is on schedule; (2) to provide communication of interim findings; and (3) 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 or to the CONSULTANT's employees or 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 its 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 CalPERS or by a court of competent jurisdiction 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 indemnify, defend, 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 provided to CITY via 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, defend, and hold harmless under the indemnity covenants of this Agreement.

SECTION 16. **SUBCONTRACT, ASSIGNMENT, OR DELEGATION**.

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

Any subcontract, assignment, or delegation 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, subconsultants, assignees, or delegees. No such subcontract, assignment, or delegation 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 the 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 email (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
Phone: (323) 887-1200

If to the CONSULTANT:
G3 Quality, Inc.
Attn: Beth K. Rautiola
1900 Main Street, Suite 700
Irvine, CA 92614
Phone: (562) 321-8028
Email: qli@g3quality.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, subconsultant, 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 subconsultant and applicants are employed, and that employees are treated fairly 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, its 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, Federal Highway Association ("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, its 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 federal, state, or city appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, state, or federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this Agreement.

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

accordance with its instructions in the LAPM.

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

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

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

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

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

c. The CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§ 11135-11139.5, and the regulations or standards adopted by the CITY to implement such articles. 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 the CITY. 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 remain 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	**G3 QUALITY, INC.**
_____	_____
Raul Alvarez, City Manager	Chris C. Gerber, CEO
Date: _____	Date: _____

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS

- Exhibit A – RFQual No. 26-04
- Exhibit B – Consultant's Proposal to RFQual No. 26-04
- Exhibit C – LAPM Exhibit 10-R, Appendices A and E

EXHIBIT ‘A’

RFQUAL NO. 26-04

CITY OF MONTEBELLO

REQUEST FOR QUALIFICATIONS (RFQual)

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

FOR

CITY OF MONTEBELLO, CALIFORNIA

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

Submit RFQual online via PlanetBids

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

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1. Introduction

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

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

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

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

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

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

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

2. About the City of Montebello

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

3. Proposed Scope of Work/Statement of Work

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

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

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

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

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

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

Consultants must be familiar with Caltrans material testing requirements:

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

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

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

4. Submissions

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

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

5. RFQual Timeline

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

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

6. Non-Commitment of City

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

7. Responsibility of Costs

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

Appendix A - Proposal Format and Content

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

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

SOQ Format

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

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

1. Title Page showing the request for qualifications subject; the vendor's name; the name, address, email and telephone number of the contact person; and the date of the proposal.

2. Table of Contents identifying the items/section listed in the "Proposal Content and Format" section of this RFQual.

3. Detailed proposal following the order set forth in the "Proposal Content and Format" of this RFQual.

SOQ Content

Your response should include the following sections/information:

1. **Letter of Interest -** Please include a letter expressing your interest in being considered for the project. Include a statement regarding the vendor's availability to dedicate time, personnel, and resources to this effort. The letter of interest must include a commitment to the availability of the vendor and all key project staff during the planning period and a proposed schedule designed to meet the City's needs for the project.

2. **Project Understanding and Approach** - Please include a statement demonstrating your understanding of the proposed project. Describe your general approach to completing the project successfully, methodologies and technologies you would employ, key milestones and processes you would employ. Describe what information you would expect the City to supply.

3. **Relevant Experience** - Please include information describing your experience providing similar services for public agencies. Provide a minimum of three (3) specific examples of relevant experience. At a minimum, the vendor should provide a list of the most recent

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

4. **Sub-contractors/Sub-consultants** – If your firm works with sub-contractors/sub-consultants to perform the services described in the proposed Scope of Work/Statement of Work for the Project, please provide the name, full address for each sub-contractor, as well as the name of a contact person and phone number. If awarded, the City will need to provide written approval for any services offered by any and all sub-contractor/sub-consultant.

5. **Proposed Scope of Services** - Please provide a proposed Scope of Services, based on the Scope of Work contained in this RFQual; and discuss any ideas for modifying, clarifying, or improving the City's proposed scope of work. Provide a realistic working schedule with key deliverables, milestones, and tasks.

6. **Conflict of Interest Statement –** The vendor shall disclose any financial, business, or other relationship with the City that may have an impact upon the selection process. If the vendor does not have any such conflicts, a statement declaring such should be included in their submission.

7. **Cost Proposal –** Cost proposal should include the following:

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

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

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

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

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

9. **Redline Comments on the Professional Services Agreement Template** – Using Appendix D – Proposers are requested to review the Professional Services Agreement template provided and submit any proposed redline revisions with their response. Following the award of the RFQual, the City will evaluate all submitted redline comments in coordination with the City Attorney and will work with the selected firm(s) to reach mutual agreement on the final contract terms. Proposers must demonstrate full compliance with the City's insurance requirements as a condition of eligibility.

10. **Additional Attachments (Optional)** – Please use this section to attach any information that was not previously included identified in any other section.

Appendix B – Evaluation Criteria

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

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

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

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

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

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

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

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

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

Evaluation Criteria Summary

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

Appendix C – Reference Sheet

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Appendix D – Professional Services Agreement Template

EXHIBIT ‘B’

G3 QUALITY, INC.

Response to Request for Qualifications to Provide

MATERIAL TESTING AND SPECIAL INSPECTION SERVICES

RFQual No. 26-04

PREPARED FOR:

City of Montebello
Public Works Department
1600 West Beverly Boulevard
Montebello, California 90640

May 6, 2026

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SECTION 1

Letter of Interest

May 6, 2026 Proposal No. 6190

Vanessa Ramos, Administrative Manager
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640

Subject: Request for Qualifications for Material Testing and Special Inspection Services, RFQual No. 26-04

Dear Ms. Ramos:

When the need for experienced players to support the City of Montebello's new and ongoing projects arises, G3 Quality, Inc. (G3) is proud to offer the right team, experience, and resources to support the City of Montebello in Material Testing and Special Inspection. G3 is a California-based Quality Management, Pavement Engineering, Inspection and Materials Testing certified Small Business with more than 25 years of experience serving municipalities and public works agencies. We recognize that consistency, prompt communication, and a strong understanding of the local area are essential to effectively serving a city as vibrant and diverse as Montebello. Our commitment to these values ensures we can address the unique needs of your multicultural community with responsiveness and care. Our team, comprised of G3 and our trusted partner, ZT Consulting, has extensive experience providing on-call materials testing and special inspection services, including for the Cities of Pico Rivera, Anaheim, Downey, and Moreno Valley. G3 is able to provide a proposed schedule to meet City's needs as projects are assigned. We are committed to providing responsive, accurate testing and inspection services that help the City deliver safe, high-quality projects. G3 is available to support the City immediately upon award throughout the term of the agreement, including on-call and scheduled assignments as needed.

Right Team Experience. G3's engineers, technical experts, and multi-certified inspectors are ready to support the City. Our team will be led by Dr. Qiang Li, PE, a California Registered Engineer with deep expertise in geotechnical and pavement engineering, construction inspection, and non-destructive testing for government agencies. He will work with Jordan Roper, PE, as Quality Program Manager, providing leadership and continuity for City staff. Through our partnership with ZTC, we further strengthen our capabilities to deliver source inspection services. This collaborative approach allows us to provide pavement evaluation, construction materials testing, development review, and geotechnical investigation and reporting services, addressing all elements of the requested Section 3 Scope.

Technologically Advanced Approach. In addition to inspection services, G3 can provide pavement evaluation services and materials testing for municipalities and transportation agencies across California. With deep technical expertise in hot mix asphalt, cement-treated bases and subgrades, concrete pavements, and preservation treatments, we support informed decision-making from initial investigation through construction. Our advanced data-collection and reporting systems allow our teams to deliver real-time field results and compliance documentation, enabling proactive communication, rapid issue resolution, and efficient project delivery. This combination of technical pavement knowledge, responsive service, and transparent reporting allows us to serve as a trusted partner to the City of Montebello in successfully planning, evaluating, and implementing pavement improvements.

Extensive Resources. With offices and accredited laboratories located in Cerritos and Redlands, and additional facilities in Bakersfield and Sacramento, G3 provides the staff, resources, and geographic coverage necessary to reliably support the City of Montebello.

In partnership with ZTC, our combined team offers expanded regional resources and capacity, ensuring responsive service and dependable support for on-call assignments. G3's laboratories are accredited by Caltrans and AASHTO Resource for Quality Management Systems, including R-18, ASTM D3666, C1077, D3740, and E29.

We are in receipt of and acknowledge Addendum A. We look forward to partnering with the City of Montebello to deliver our services. Should you have questions or need more information, please contact Dr. Li directly at 562.321.8028 or qli@g3quality.com. We look forward to the opportunity.

Best Regards,

G3 Quality, Inc.

Chris C. Gerber
Chief Executive Officer

Qiang Li, PE, PhD
Project Manager

SBE Certified Number: 1753245 | DIR Registration Number: 1000005181

2

SECTION 2

Project Understanding and Approach

2 PROJECT UNDERSTANDING AND APPROACH

PROJECT UNDERSTANDING

G3 Quality, Inc. (G3) understands that the City of Montebello is soliciting SOQs for on-call materials testing and special inspection services, supporting projects as needed through an RFS process and separate fee proposals. We further understand that the scope of work includes supporting public works projects and ensuring compliance with plans, specifications, and regulations. Our team will provide laboratory and field testing of soils, aggregates, asphalt, concrete, steel, and other materials, along with special inspections per Section 17 of the California Building Code. Services also include mix design review, plant inspection, and reporting to ensure quality and accountability.

G3 is experienced with federal, state, and local requirements and Caltrans QA program, including proper sampling, documentation, and coordination with the Resident Engineer. We offer flexible, on-call services with rapid mobilization while maintaining quality and schedule.

PROJECT APPROACH

G3 is well-versed in handling various task orders under an on-call contract and is also familiar with the proposal process for such contracts. Drawing from our experience, we anticipate tasks progressing as outlined in the graphic below. In our experience, typically, a City representative would formally request services from G3, providing a brief description of the project's scope, size, and required services along with a set of plans and specifications for review. If the City has not yet developed plans and specifications for the project, we would collaborate with them to propose innovative and sustainable treatment approaches tailored to the specific project.

Figure 1: Overall Project Approach

1 Proposal Solicitation

The City solicits a proposal from the on-call list based on scope of work and funding requirements. G3 Project Manager reviews plans and specifications and prepares proposal.

2 Project Award and Intro Meeting

The City selects G3 and issues a Notice to Proceed. G3 PM meets with the City to discuss the testing plan, standards, and expectations to ensure that all aspects of the project requirements are covered.

3 Pre-Construction Meeting

The G3 PM will attend the meeting to discuss the schedule. During this meeting, the G3 PM will define our role and responsibilities. across the project lifespan.

4 Construction Services

Through our understanding of the project and pre-planning meetings G3 will dispatch qualified inspectors/ technicians to provide the required services. Laboratory testing will be performed by our accredited lab in a timely manner.

5 Project Reporting

- G3 inspectors and technicians report results to City representatives during and after of each shift.
- Field and laboratory test results will be compiled and submitted by the G3 PM.
- A monthly summary report will also be submitted during the course of the project, if requested.
- A final report detailing a summary of each field and laboratory test will be submitted at the project completion.

6 Project Closeout

Once the project has been completed, the G3 PM and the City will meet. During this time, both parties elicit feedback, talk about lessons learned, and discuss future work.

SECTION 3

Experience

EXPERIENCE

On-Call Materials Testing, Deputy Inspection, and Environmental Engineering & Science Services, Anaheim, California

Owner/Client: City of Anaheim

DURATION: 2024 to Current

REFERENCE:
Jose Cortez, Construction Services Division
714.765.5039 | jcortez@anaheim.net

The City of Anaheim awarded G3 an on-call contract to support various activities for the construction of capital improvement projects. The scope includes soil testing and inspection, geotechnical engineering, certified deputy building inspection, materials testing, and environmental engineering and science services. G3 is successfully delivering services by utilizing multi-certified technicians who are local to the project. Additionally, our accredited laboratory, staffed with certified materials testing personnel, will locally support Field Quality Assurance operations. Under this on-call contract, we are currently providing services for the following projects:

Platinum Triangle 12KV Line Extension Project Phase II RCP2022-19700 – With a construction cost of $17,505,120, the project involves installing new 12kV underground substructures and electrical equipment along Gene Autry Way, State College Boulevard, Katella Avenue, and Douglas Road. This project is part of APU's Capital Improvement Program, aimed at enhancing electric service reliability and capacity in these areas. G3 is providing geotechnical testing and inspection services for soils, aggregate base, asphalt concrete, and Portland cement concrete, providing material testing services in accordance with Anaheim's Quality Assurance Program (QAP).

Orangethorpe Rehab State College to Placentia – With a construction cost of $4.1 million, the Orangethorpe Avenue Infrastructure Improvements Project includes the reconstruction of asphalt concrete pavement and its underlying base layer, upgrades to ADA curb ramps and driveways, and the installation of signage, striping, and other related elements along Orangethorpe Avenue, from State College Boulevard to Placentia Avenue. G3 is providing Quality Assurance technical consulting, inspection, materials sampling, and testing services on an as-needed basis, including soil and aggregate inspection and compaction testing, Portland concrete and asphalt concrete inspection and testing, laboratory testing of materials, and daily inspection or material testing reports.

Installation of Protected Permissive Left-Turn Signal Phasing at Three Intersections – With a construction cost of $600,000, this project involves upgrading three existing traffic signals to improve left-turn phasing operations and enhance overall intersection safety and efficiency. The scope includes installation of new traffic signal poles and foundations, signal heads, controllers and cabinets, conduits, pull boxes, conductors, and accessible pedestrian signals. Additional improvements include traffic signage, removal and reconstruction of ADA-compliant access ramps, concrete sidewalks, and all other associated work required to complete the improvements in accordance with the contract documents. G3 is providing Quality Assurance technical consulting, inspection, materials sampling, and testing services on an as-needed basis. Our scope includes soil and aggregate inspection with compaction testing, Portland cement concrete inspection, sampling and testing, both field and laboratory testing for soils and concrete, and the delivery of daily inspection and material testing reports for each day our team is on-site.

On-Call Professional Consultant Material Testing, Geotechnical and Deputy Field Inspection Services, Moreno Valley, California

Owner/Client: City of Moreno Valley

DURATION: 2022 to Present

REFERENCE:
Manny Ruiz, Senior Engineer
951.413.3243 | mannyr@moval.org

The City of Moreno Valley awarded G3 an on-call contract to support various activities for the construction of capital improvement projects. The scope includes geotechnical investigation and design, pavement evaluation and design and geotechnical observation and testing. G3 is successfully delivering services by utilizing multi-certified technicians and our accredited laboratory, staffed with certified materials testing personnel. Under this on-call contract, we are currently providing services for the following projects:

Senior Center Expansion: This project expands the Moreno Valley Senior Center on Fir Avenue by approximately 4,000 square feet, including a new patio cover at the northwest corner and ADA upgrades to existing facilities. Additional work includes parking lot and landscape modifications. Scope includes demolition, grading, foundation work, CMU wall and slab construction, structural steel, patio installation, plumbing, electrical, mechanical, glazing, fire protection, doors and hardware, drywall, painting, flooring, and finishes. Site work covers excavation, utility connections (water, sewer, gas, etc.), irrigation, landscaping, and hardscape improvements. G3 is providing quality assurance consulting, inspection, and materials testing services on an as-needed basis for subgrade, foundation backfill, aggregate base, HMA, concrete, and welding.

Moreno Beach Drive Line Extension from Cactus Avenue to John F. Kennedy Drive: The Beach Drive Line Extension project, located between Cactus Avenue and John F. Kennedy Drive, involves the installation of a new electric line extension. The scope of work includes trenching for new cable, tie-in conduits, and the installation of substructures to support the extended electric line. G3 is providing observation and testing services for trench backfill, subgrade preparation and compaction, aggregate base placement, and hot mix asphalt (HMA) paving. Additionally, we are performing compaction testing on subgrade soils and base materials in support of any required concrete construction.

Nason Street Loop Tie from Iris Avenue to Cactus Avenue: The Nason Street Loop Tie project involves the installation of a new electric line extension along Nason Street, from Iris Avenue to Cactus Avenue. Work includes trenching for new cable installation, tie-in of conduits, and the construction of supporting substructures. G3 Quality is providing Quality Assurance consulting, inspection, materials sampling, and testing services on an as-needed basis throughout the project. Our scope of services includes attending the pre-construction meeting, coordinating with the project team during construction, and supporting the City Inspector with observation and testing of key construction activities. These activities include trench backfill, subgrade preparation and compaction, aggregate base placement and compaction, and asphalt concrete pavement placement.

As-Needed Annual Materials Engineering, Pavement Inspection, and Materials Testing, Los Angeles, California

Owner/Client: Los Angeles County Department of Public Works

DURATION: 2017 to Present
REFERENCE:
Erik Villa, Civil Engineer
626.458.7938 | evilla@dpw.lacounty.gov

The mission of the LADPW is to provide public infrastructure and municipal services to protect and enrich the daily lives of over ten million people in Los Angeles County. G3 is under contract to provide as-needed materials testing, pavement mix design, and inspection services at various locations in Los Angeles County. The service locations are divided into two geographical areas: the LA Basin and North County. The general objective of this on-call contract is to evaluate pavement assets and provide the best, cost effective geotechnical and materials design and quality assurance inspection and testing services on a variety of projects under this contract.

Our overall services capabilities have included mix design consultation and specialty field and laboratory services, such as surface skid resistance with the California Portable Skid Tester, gamma-gamma logging and crosshole sonic logging, and microsurfacing emulsion (MSE) testing. Specifically, G3 has provided consultation services for the LA County "Cool Pavements" pilot program. This has consisted of pre-placement tasks such as document review, site pavement evaluation, pre-placement laboratory testing, and derivation of cool pavement performance evaluation criteria.

G3's services were carried out through construction, consisting of placement inspection and testing during cool pavement application; and pavement evaluation after placement consisting of field testing, evaluation reporting, and final specification preparation. The Project Specifications that G3 developed for this project has been adopted by LACDPW as standards to use on all other Cool Pavement projects.

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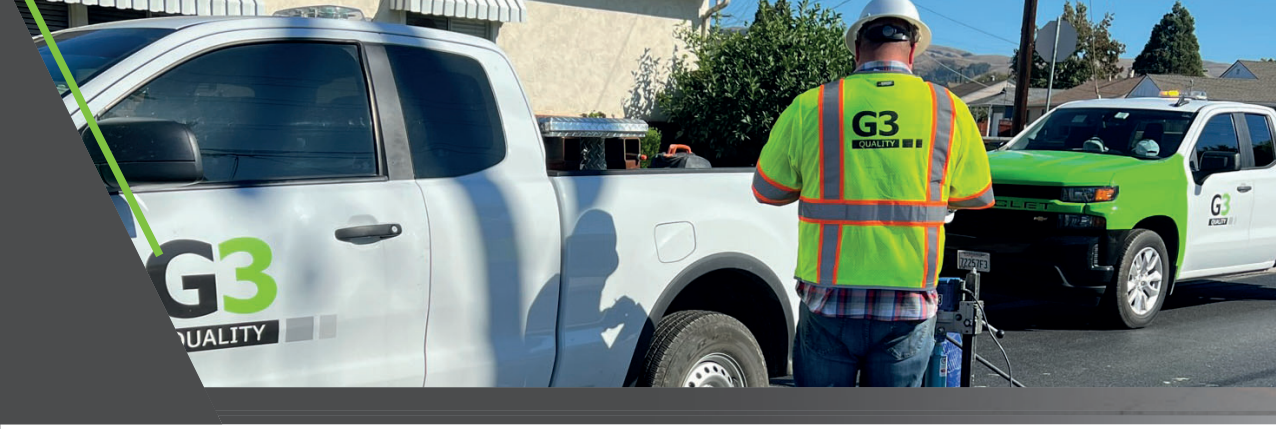

SECTION 4

Subconsultant Information

4 SUBCONSULTANT INFORMATION

SUBCONSULTANT INFORMATION

G3 will partner with the following sub-consultant to support source inspection services for this project:

ZT Consulting
1041 E. Green Street, Suite 204
Pasadena, California 91106

ZTC Consulting is a SBE (Small Business Enterprise) and a LSBE (Local Small Business Enterprise) within the County of Los Angeles. A copy of their LSBE certification has been provided in Section 10, Additional Attachments.

Contact: Farzad Tasbihgoo, PhD, PE, CQA, CWI, PCI III – Principal Engineer
Phone: 818.929.8162

If awarded, G3 understands that the City will require written approval prior to the performance of any services by the above-listed sub-consultant.

5

SECTION 5

Proposed Scope of Services

5 PROPOSED SCOPE OF SERVICES

Below we have provided a detailed scope of services reflecting the methods and procedures our team intends to utilize to provide the required services. All work and services provided by G3 will comply with all pertinent local, state, and Federal laws and regulations. G3 is legally able to perform services for Federal and State funded projects.

CONSTRUCTION INSPECTION SERVICES

G3's approach to providing Construction Inspection Services prioritizes ensuring the City's Capital Improvement and other projects are delivered with exceptional quality, within budget, and on schedule. Our experienced personnel, combined with a streamlined approach, guarantees seamless coordination with the on-site Construction Inspector and all key stakeholders, including City staff, project management teams, and contractors.

G3 will attend preconstruction meetings with the contractor, design team, consultants, and City representatives. These meetings will set the foundation for effective collaboration, define roles and responsibilities, clarify communication channels, and establish clear project procedures. By aligning all participants from the outset, we ensure a shared understanding of expectations and project goals. We will work closely with the City and contractor to review and align the schedule for inspection and material testing, ensuring full integration with project timelines and procurement processes. This proactive approach helps prevent delays and ensures smooth project execution.

Our inspection team will conduct thorough assessments of the contractor's materials and methods of construction to ensure compliance with project specifications and contract requirements. Daily site inspections will be performed to monitor quality, address any workmanship issues, and ensure all materials meet required standards. G3 will provide inspections for soil, aggregate, concrete, and asphalt, as well as special inspections performed by qualified and certified inspectors as per code and City specifications. Our comprehensive services ensure all materials and methods used are in full compliance with regulatory standards. Our professional laboratory testing services will comply with all relevant regulatory requirements, ensuring accurate and reliable results. We will perform all necessary tests to verify compliance with project specifications, safeguarding the quality of the materials used throughout the project.

Special inspections will be performed in accordance with Section 17 of the California Building Code, ensuring that all critical structural elements and life-safety components are inspected by certified personnel. G3 will coordinate closely with the design team, contractor, and City to identify required special inspection items, maintain proper documentation, and ensure timely reporting. All special inspection reports will be submitted in compliance with jurisdictional requirements, providing clear verification that the work conforms to approved plans, specifications, and applicable code provisions.

Additionally, our certified team will perform batch plant inspections while our partner, ZTC will perform source structural steel inspection, reinforcing steel testing, and NDT. Their inspectors are experienced in special inspections, ensuring that all work is performed in accordance with plans, specifications, codes, and contract requirements. They perform ICC-certified construction inspection and special inspection services with an emphasis on reinforcing steel and structural steel, including tension testing of all sizes and tension coupon testing. In addition, their ISO/IEC 17025 accredited laboratory provides reliable, standards-based material testing to validate compliance with ASTM, CTM, and industry requirements.

ZTC's material testing and field services include anchor pull tests, bolt torque tests, liquid penetrant testing (Level II), magnetic particle testing (Level II), ultrasonic testing at Levels II and III, and radiographic examination.

G3 will coordinate with City staff and inspectors from other agencies to ensure all work is executed in line with the project's plans and specifications. Our team will maintain constant communication with relevant parties, addressing any discrepancies and ensuring alignment across the entire project team. G3 will prepare monthly reports as needed, addressing any quality, cost, or schedule concerns. These

reports will keep all stakeholders informed on the project's progress and help identify and resolve any emerging issues before they impact the project.

Upon completion of the project, G3 will provide a comprehensive final report, which includes all testing results, daily inspection reports, and any other relevant documentation. This ensures the City has a complete record for final project review and archival purposes. G3's approach focuses on thorough coordination, diligent oversight, and proactive communication to guarantee project success. We are committed to delivering high-quality inspection and testing services that will ensure the successful completion of your project, while maintaining strict adherence to all project specifications, regulations, and timelines.

LABORATORY TESTING

Our G3 laboratory service offerings include the testing of soil, aggregate, concrete, and asphalt mixture. Our laboratory is a participant in the Caltrans Independent Assurance Program and approved to perform testing on State Federal and Highway construction projects and possess certifications in AASHTO. We will test materials as necessary, according to the project plans, specifications, and the City of Montebello's Quality Assurance Programs.

During construction, our field inspector will meet each shift with the City's representative to discuss the day's operations. Each inspector utilizes electronic reporting systems to notify each other of any issues in real time. Materials will be sampled at the established sampling frequencies per the required code and standards and the City's established Quality Assurance Program and tested at our laboratory facility. Should a non-compliant issue arise, the inspectors will notify our Project Manager, Dr. Qiang Li, PE and the City representative in a timely manner.

The test results for each material will be processed into a standard report format and sent to the City's Project Manager in the timeline established in the City of Montebello and Caltrans Quality Assurance Programs. A summary of all acceptance testing will be maintained and updated throughout the project. The summary will include: the date, test method, location, test result, specification limit, and action taken if the result has failed.

TECHNICAL RECOMMENDATIONS

G3 offers extensive expertise across a wide range of materials and construction processes, including soil, aggregate, earthwork, concrete, and asphalt concrete. Our team is fully equipped to support every phase of project development, from initial design through to rehabilitation,ensuring that each element is optimized for durability, performance, and long-term success.

We specialize in evaluating the condition of existing materials and providing tailored recommendations for both new designs and improvements. Whether it involves designing soil stabilization techniques, recommending aggregate base specifications, or reviewing and selecting the best concrete and asphalt mix designs, we are committed to enhancing material strength, durability, and overall project performance.

Additionally, our expertise includes pavement rehabilitation and preservation strategies. We provide tailored recommendations for solutions such as full-depth reclamation (FDR), microsurfacing, chip sealing, and overlays, all designed to extend the pavement's lifespan and reduce long-term maintenance costs. By leveraging our deep knowledge of material properties and industry-leading technologies, G3 delivers comprehensive solutions that are customized to meet the unique needs of your project. Our goal is to ensure a high-quality outcome while enhancing the longevity and efficiency of the infrastructure.

DELIVERABLES

G3 understands that communication is a key component to providing high quality project reporting deliverables and ensuring project effectiveness. We value clear communication throughout each project lifecycle, which includes:

- **Results** for daily shifts are provided directly to City representatives by G3 inspectors and technicians during and at the end of each shift detailing the construction activities for the day, limits of construction, testing conducted, and any non compliances. Field and laboratory test results are compiled and submitted daily by the G3 Project Manager, Qiang Li, PE, PhD.
- **A monthly summary report** may also be submitted during the course of the project, if requested.
- **A final report** detailing a summary of each field and laboratory test which will be submitted at the project completion.
- **Project budget tracking** and management to ensure the project stays within the not-to-exceed budget.

SECTION 6

Conflict of Interest

6 CONFLICT OF INTEREST

CONFLICT OF INTEREST

G3 Quality, Inc. (G3) confirms that neither our firm nor ZTC have financial, business, or other relationships with the City of Montebello that may have an impact on the outcome of this contract or any resulting construction project.

We further certify that neither G3 nor ZTC currently represent any clients, vendors, developers, or contractors that may have a financial interest in the outcome of this contract. Additionally, we affirms that no City employee or official have a material financial interest in the company, and no conflict of interest, actual or perceived, exists that would impair the objectivity or integrity of the services provided under this RFQ.

We are committed to full transparency and ethical business conduct. Should any potential conflict arise during the course of this contract, we will promptly disclose such information to the City and take all necessary actions to resolve it in accordance with applicable laws and the City's contract provisions.

This statement is submitted in accordance with Section 6 of the RFQual concerning Conflicts of Interest.

SECTION 7

Cost Proposal

7 COST PROPOSAL

G3's hourly rate schedule covering the next five years is provided on the following pages. In addition, ZT Consulting's hourly rates are available upon request and will be applied as needed.

Professional Staff Rates					
Per Hour Unless Otherwise Noted					
Engineering and Consulting					
Classification	**Rate**				
	2026	**2027**	**2028**	**2029**	**2030**
Principal / Project Director	$365.00	$380.00	$396.00	$412.00	$429.00
Registered Engineer	$277.00	$289.00	$301.00	$314.00	$327.00
Quality Program Manager	$265.00	$276.00	$288.00	$300.00	$312.00
Project Technical Advisor	$250.00	$260.00	$271.00	$282.00	$294.00
Project Manager	$235.00	$245.00	$255.00	$266.00	$277.00
Staff Engineer	$150.00	$156.00	$163.00	$170.00	$177.00
Laboratory Manager	$190.00	$198.00	$206.00	$215.00	$224.00
Laboratory Technician	$135.00	$141.00	$147.00	$153.00	$160.00
Administrative	$71.00	$74.00	$77.00	$81.00	$85.00
Field Inspection and Technician Services					
Classification	**Rate**				
	2026	**2027**	**2028**	**2029**	**2030**
Quality Control Manager	$190.00	$198.00	$206.00	$215.00	$224.00
Public Works Inspector	$173.00	$180.00	$188.00	$196.00	$204.00
ICC Soils Inspector/Grading Inspector/LA Deputy	$175.00	$182.00	$190.00	$198.00	$206.00
ICC Structural Concrete/Masonry Inspector	$175.00	$182.00	$190.00	$198.00	$206.00
Roadway Inspector	$173.00	$180.00	$188.00	$196.00	$204.00
Structures Inspector	$178.00	$186.00	$194.00	$202.00	$211.00
HMA / Concrete Batch Plant Inspector	$169.00	$176.00	$184.00	$192.00	$200.00
Source Materials Fabrication Inspector	$173.00	$180.00	$188.00	$196.00	$204.00
Quality Assurance / Quality Control Technician	$169.00	$176.00	$184.00	$192.00	$200.00
AWS Certified Welding Inspector	$173.00	$180.00	$188.00	$196.00	$204.00
NDE Inspection (ASNT, NDT, UT/MT/PT)	$189.00	$197.00	$205.00	$214.00	$223.00
Coating Inspection (NACE II)	$184.00	$192.00	$200.00	$208.00	$217.00
Office Administrative Fees					
Classification	**Rate**				
	2026	**2027**	**2028**	**2029**	**2030**
Monthly Certified Payroll Report	$165	$172.00	$179.00	$187.00	$195.00
Monthly Technology Fee	$50.00	$52.00	$55.00	$58.00	$61.00
Final Geotechnical or Design Report Replicate Copy	$295.00	$307.00	$320.00	$333.00	$347.00
Overnight Mail (cost plus 15%)	15%	15%	15%	15%	15%

Equipment Usage					
Per **Day** Unless Otherwise Noted					
Equipment/Vehicle					
Classification	**Rate**				
	2026	**2027**	**2028**	**2029**	**2030**
Air Meter	$42.00	$44.00	$46.00	$48.00	$50.00
Drilling/Sampling Equipment	By quote				
Nuclear Gauge (per hour)	$10.00	$11.00	$12.00	$13.00	$14.00
Concrete/Asphalt Coring Equipment	$599.00	$623.00	$648.00	$674.00	$701.00
Ground penetrating radar	By quote				
Magnetic Imaging Technology Scanner (MIT dowel bar Scanner) (per hour)	$225.00	$234.00	$244.00	$254.00	$265.00
Pavement Inertial Profiling truck (per hour)	By quote				
Field Truck	$135.00	$141.00	$147.00	$153.00	$160.00
Caltrans Rapid Strength Concrete Testing Mobile Laboratory	$275.00	$286.00	$298.00	$310.00	$323.00
Onsite Project Mobile Laboratory	By quote				
Travel and Miscellaneous					
Remote Project Subsistence	By quote				
Travel Time (billed Portal to Portal at hourly billing rate of the individual)	By quote				
Overtime and Saturday Rate	1.5x Hourly Rate				
Double-time, Sunday and Holiday Rate	2.0x Hourly Rate				
Less than 12 Hour Notice Scheduling Surcharge	Standard Rate plus 50%				
Laboratory Sample Handling					
Per Hour Unless Otherwise Noted					
Sample Pick-Up					
Classification	**Rate**				
	2026	**2027**	**2028**	**2029**	**2030**
Sample Pick-Up Trip (within 100 miles of closest G3 Laboratory Flat Rate)	$235.00	$245.00	$255.00	$266.00	$277.00
Saturday or Sunday Sample Pick-Up Trip (within 100 miles of closest G3 Laboratory Flat Rate)	$355.00	$370.00	$385.00	$401.00	$418.00
Rush Charges for Laboratory Services					
Note: Available for Certain Tests at the Following Premiums Above List Price					
Classification	**Rate**				
Same Day Service (dependent on availability)	100%				
1 Day Turnaround	80%				
2 Day Turnaround	60%				
3 Day Turnaround	40%				
4 Day Turnaround	25%				

Laboratory Testing Services							
Concrete Tests (Field Made Specimens)							
Test	**Test Method**	**Invoice Code**	**Rate**				
			2026	**2027**	**2028**	**2029**	**2030**
Coefficient of Thermal Expansion	AASHTO T-336	5000	$795.00	$827.00	$861.00	$896.00	$932.00
Core Compression (including trimming)	ASTM C42/C39	5001	$108.00	$113.00	$118.00	$123.00	$128.00
Cylinder: Compression Strength - 6" x 12" or 4" x 8"	ASTM C39, CTM 521, AASHTO T22	5002	$52.00	$55.00	$58.00	$61.00	$64.00
Cylinder: Tested out of Sequence - 6" x 12" or 4" x 8"	ASTM C39, CTM 521, AASHTO T22	5003	$56.00	$59.00	$62.00	$65.00	$68.00
Density, Absorption, and Voids in Hardened Concrete	ASTM C642	5004	$441.00	$459.00	$478.00	$498.00	$518.00
Flexural Beams Not Exceeding Ref. Size of 6"x6"x18"	ASTM C78, CTM 523, AASHTO T97, ASTM C1609	5005	$95.00	$99.00	$103.00	$108.00	$113.00
Modulus of Elasticity Test	ASTM C469	5006	$256.00	$267.00	$278.00	$290.00	$302.00
Splitting Tensile Strength: Cylinders	ASTM C496	5007	$126.00	$132.00	$138.00	$144.00	$150.00
Measuring Thickness of Concrete Elements Using Drilled Cores (Per Core)	ASTM C174 / CTM 531	5011	$57.00	$60.00	$63.00	$66.00	$69.00
Drying Shrinkage (28 Days), 5 Readings up to 28 Dry Days	AASHTO T160 / ASTM C157 Modified	5009	$668.00	$695.00	$723.00	$752.00	$783.00
• Additional Reading, Per Set of Three Bars	AASHTO T160 / ASTM C157 Modified	5009.1	$69.00	$72.00	$75.00	$78.00	$82.00
• Storage over Ninety (90) Days, Per Set of Three Bars, Per Month	AASHTO T160 / ASTM C157 Modified	5009.2	$40.00	$42.00	$44.00	$46.00	$48.00
Nuclear Hot Concrete Test	SPM-5.28.14	5012	By Quote	By Quote	By Quote	By Quote	By Quote
Measurements of Solids in Water	ASTM C1603	5013	$170.00	$177.00	$185.00	$193.00	$201.00
Concrete Specimen Preparation							
Test	**Test Method**	**Invoice Code**	**Rate**				
			2026	**2027**	**2028**	**2029**	**2030**
Coring of Test Panels in Lab (Each)		5100	$73.00	$76.00	$80.00	$84.00	$88.00
Diamond Sawing of Cores or Cylinders (Each)		5101	$49.00	$51.00	$54.00	$57.00	$60.00
Concrete Mix Design and Laboratory Trial Batch							
Test	**Test Method**	**Invoice Code**	**Rate**				
			2026	**2027**	**2028**	**2029**	**2030**
Concrete Laboratory Trial Batch	ASTM C192	5200	By Quote				
Concrete Laboratory Mix Study	ASTM C192	5201	By Quote				
Lab Drying Shrinkage (28 days Wet/28 Day Dry), 5 Readings	ASTM C157	5202	$710.00	$739.00	$769.00	$800.00	$832.00
Lab Drying Shrinkage (Up to 28 days), 5 Readings	AASHTO T160 / ASTM C157 Modified	5203	$657.00	$684.00	$712.00	$741.00	$771.00
• Additional Reading, Per Set of Three Bars	AASHTO T160 / ASTM C157 Modified	5203.1	$69.00	$72.00	$75.00	$78.00	$82.00
• Storage over Ninety (90) Days, Per Set of Three Bars, Per Month	AASHTO T160 / ASTM C157 Modified	5203.2	$40.00	$42.00	$44.00	$46.00	$48.00
Time of Set (Up to 8 hours)	ASTM C403	5204	$216.00	$225.00	$234.00	$244.00	$254.00
Laboratory Concrete Mix Study	ASTM C192	5205	By Quote				
Potential Alkali Reactivity of Aggregates (Mortar-Bar Method) – Fine Aggregate	ASTM C1260	5206	$1,082.00	$1,126.00	$1,172.00	$1,219.00	$1,268.00
Potential Alkali Reactivity of Aggregates (Mortar-Bar Method) – Coarse Aggregate	ASTM C1260	5207	$1,298.00	$1,350.00	$1,404.00	$1,461.00	$1,520.00
Potential Alkali-Silica Reactivity of Aggregate Combinations – Accelerated Mortar Bar Method	ASTM C1567	5208	$1,298.00	$1,350.00	$1,404.00	$1,461.00	$1,520.00
Unit Weight Including Lightweight Concrete, Air Dry Method	ASTM C567	5209	$136.00	$142.00	$148.00	$154.00	$161.00
Unit Weight Including Lightweight Concrete, Oven Dry Method	ASTM C567	5210	$119.00	$124.00	$129.00	$135.00	$141.00

Potential Reactivity of Aggregate – Mortar Bar Expansion Method (12 Months)	ASTM C1293	5211	$2,987.00	$3,107.00	$3,232.00	$3,362.00	$3,497.00
Potential Reactivity of Aggregate – Mortar Bar Expansion Method (24 Months)	ASTM C1293	5212	$3,193.00	$3,321.00	$3,454.00	$3,593.00	$3,737.00
Specifications for Lightweight Aggregates	ASTM C330	5213	By Quote				
Masonry, Prisms, Mortar, and Grout							
Test	**Test Method**	**Invoice Code**	**Rate**				
			2026	**2027**	**2028**	**2029**	**2030**
Absorption of Masonry Block (set of 3)	ASTM C140	5300	OS Lab				
Compressive Strength of Composite Prism, 8"x8"x16"	ASTM C1314	5301	OS Lab				
Compressive Strength of Composite Prism, 8"x12"x16"	ASTM C1314	5302	OS Lab				
Compression Strength of Masonry Block (set of 3)	ASTM C140	5303	OS Lab				
Compressive Strength of Masonry Cores, 6"	ASTM C39	5304	$95.00	$99.00	$103.00	$108.00	$113.00
Grout Compressive Strength, 2"x2"x2" Cube	ASTM C109	5305	$60.00	$63.00	$66.00	$69.00	$72.00
Grout Compressive Strength, 3"x3"x6" Prism	UBC STD 21-18, ASTM C1019	5306	$78.00	$82.00	$86.00	$90.00	$94.00
Linear Shrinkage of Masonry Block (set of 3)	ASTM C426	5307	OS Lab				
Mortar Compressive Strength 2"x4", 3"x6" Cylinder	UBC STD 21-16, ASTM C780	5309	$132.00	$138.00	$144.00	$150.00	$156.00
Mortar Compressive Strength 2"x2"x2" Cube	UBC STD 21-16, ASTM C780	5310	$60.00	$63.00	$66.00	$69.00	$72.00
Shear Test of Masonry Cores, 6"	DSA	5311	OS Lab				
Unit Weight of Masonry Block (set of 3)	ASTM C140	5313	OS Lab				
Web and Face Shell Measurements	ASTM C140	5314	OS Lab				
Laboratory Batched Cement Mortar, 2"x2"x2" Cubes (Set of 9)	ASTM C109	5315	$639.00	$665.00	$692.00	$720.00	$749.00
Relative Mortar Strength of Portland Cement Concrete Sand	CTM 515	5316	$1,360.00	$1,415.00	$1,472.00	$1,531.00	$1,593.00
Soils and Aggregate Tests							
Test	**Test Method**	**Invoice Code**	**Rate**				
			2026	**2027**	**2028**	**2029**	**2030**
Abrasion: Los Angeles Rattler	ASTM C131, CTM 211, AASHTO T96	2000	$359.00	$374.00	$389.00	$405.00	$422.00
Abrasion: Los Angeles Rattler, Large-Size Coarse Agg.	ASTM C535, CT 211	2001	$398.00	$414.00	$431.00	$449.00	$467.00
Atterberg Limits/Plasticity Index	ASTM D4318, CTM 204, AASHTO T90	2002	$322.00	$335.00	$349.00	$363.00	$378.00
California Bearing Ratio Excluding Maximum Density (Multi-Point)	ASTM D1883, AASHTO T193	2003	OS Lab				
California Bearing Ratio Excluding Maximum Density (One Point)	ASTM D1883, AASHTO T193	2003.1	OS Lab				
California Bearing Ratio Excluding Maximum Density (Cement or Lime Treated)	ASTM D1883, AASHTO T193	2003.2	OS Lab				
Chloride and Sulfate Content	CTM 417, CTM 422	2004	OS Lab				
Clay Lumps and Friable Particles	ASTM C142	2005	$310.00	$323.00	$336.00	$350.00	$364.00
Cleanness Value: 1" x #4	CTM 227	2006	$211.00	$220.00	$229.00	$239.00	$249.00
Cleanness Value: 2.5" x 1.5" or 1.5" x .75"	CTM 227	2007	$567.00	$590.00	$614.00	$639.00	$665.00
Corrosivity Series: Sulfate, Cl, pH, Resistivity	CTM 643, 417, 422	2008	OS Lab				
Crushed/Fractured Particles	ASTM D5821, CTM 205, T335	2009	$275.00	$286.00	$298.00	$310.00	$323.00
Durability Index: Per Method – A, B, C, or D	ASTM D3744, CTM 229, AASHTO T210	2010	$348.00	$362.00	$377.00	$393.00	$409.00
Expansion Index	ASTM D4829	2011	$180.00	$188.00	$196.00	$204.00	$213.00
Flat Particle and Elongated Particle	ASTM D4791, CTM 235	2012	$281.00	$293.00	$305.00	$318.00	$331.00
Flat or Elongated Particle	ASTM D4791, CTM 235	2013	$289.00	$301.00	$314.00	$327.00	$341.00
Full Depth Reclamation (FDR) Mix Design	Project Specified	2014	By quote				
Material Finer than #200 Sieve by Washing	ASTM D1140, CTM 202, AASHTO T11	2015	$133.00	$139.00	$145.00	$151.00	$158.00
Moisture and Density: Ring Sample	ASTM D2937	2016	OS Lab				
Moisture and Density: Shelby Tube Sample	ASTM D2937	2017	OS Lab				
Organic Impurities	ASTM C40, CTM 213, AASHTO T21	2018	$139.00	$145.00	$151.00	$158.00	$165.00
Permeability of Granular Soil	ASTM D2434, CTM 220, AASHTO T215	2019	OS Lab				

R-Value: Soil	ASTM D2844, CTM 301, AASHTO T190	2020	$382.00	$398.00	$414.00	$431.00	$449.00
R-Value: Aggregate Base	ASTM D2844, CTM 301, AASHTO T190	2021	$531.00	$553.00	$576.00	$600.00	$624.00
Relative Compaction of Soils (California Method)	CTM 216	2022	$289.00	$301.00	$314.00	$327.00	$341.00
Sand Equivalent	ASTM D2419, CTM 217, AASHTO T176	2023	$177.00	$185.00	$193.00	$201.00	$210.00
Sieve w/ Hydrometer: 3/4" Gravel to Clay	ASTM D422, CTM 203, AASHTO T88	2024	OS Lab				
Sieve w/ Hydrometer: Sand to Clay	ASTM D422, CTM 203, AASHTO T88	2025	OS Lab				
Sieve Analysis with Wash	ASTM C136, CTM 202, AASHTO T27	2026	$182.00	$190.00	$198.00	$206.00	$215.00
Sieve Analysis w/out Wash	ASTM C136, CTM 202, AASHTO T27	2027	$155.00	$162.00	$169.00	$176.00	$184.00
Split Sieve Analysis (coarse/fine aggregates)	ASTM C136, CTM 202, AASHTO T27	2028	$269.00	$280.00	$292.00	$304.00	$317.00
Sieve Analysis w/o Wash: W/ Cobbles	ASTM C136, CTM 202, AASHTO T27	2029	$296.00	$308.00	$321.00	$334.00	$348.00
Soil Cement Treated Mix Design	Project Specified	2030	By quote				
Soil Max. Density & Optimum Moisture: Standard Effort	ASTM D698, AASHTO T99	2031	$308.00	$321.00	$334.00	$348.00	$362.00
Soil Max. Density & Optimum Moisture: With Rock Correction	ASTM D698, D1557, D4718, AASHTO T99, T180	2032	$405.00	$422.00	$439.00	$457.00	$476.00
Soil Max. Density & Optimum Moisture Density: Check Point	ASTM D698, D1557, AASHTO T99, T180	2033	$133.00	$139.00	$145.00	$151.00	$158.00
Max. Density & Optimum Moisture: Modified Effort	D1557, AASHTO T99, T180	2034	$330.00	$344.00	$358.00	$373.00	$388.00
Soils and Aggregates: Moisture Content	ASTM D566, CTM 226, AASHTO T255	2035	$43.00	$45.00	$47.00	$49.00	$51.00
Soundness: Sodium or Magnesium Sulfate, 5 Cycles, Per Sieve Size	ASTM C88, CTM 214, AASHTO T104	2036	$188.00	$196.00	$204.00	$213.00	$222.00
Specific Gravity and Absorption: Coarse Aggregate	ASTM C127, CTM 206, AASHTO T85	2037	$153.00	$160.00	$167.00	$174.00	$181.00
Specific Gravity and Absorption: Fine Aggregate	ASTM C128, CTM 207, AASHTO T84	2038	$238.00	$248.00	$258.00	$269.00	$280.00
Specific Gravity of Soils	ASTM D854, CTM 209, AASHTO T100	2039	$149.00	$155.00	$162.00	$169.00	$176.00
Standard Specification for Concrete Aggregates (C33)	ASTM C33	2040	By quote				
Uncompacted Void Content - Fine Aggregate	ASTM C1252, CTM 234, AASHTO T304	2041	$218.00	$227.00	$237.00	$247.00	$257.00
Unconfined Compression of Soils	ASTM D2166, CTM 221, AASHTO T208	2042	OS Lab				
Unit Weight of Aggregates	ASTM C29, CTM 212, AASHTO T19	2043	$141.00	$147.00	$153.00	$160.00	$167.00
Voids in Aggregate	ASTM C29, CTM 212, AASHTO T19	2044	$141.00	$147.00	$153.00	$160.00	$167.00
Lightweight Particles, Fine Aggregate	ASTM C123, AASHTO T113	2045	$190.00	$198.00	$206.00	$215.00	$224.00
Lightweight Particles, Coarse Aggregate	ASTM C123, AASHTO T113	2046	$228.00	$238.00	$248.00	$258.00	$269.00
Lightweight Particles, Coarse Aggregate (Chert)	ASTM C123, AASHTO T113	2047	$228.00	$238.00	$248.00	$258.00	$269.00
Scratch Hardness of Coarse Aggregate	CRD-C 130	2048	By quote				

Hot Mix Asphalt (HMA), Warm Mix Asphalt (WMA), Tests

Test	Test Method	Invoice Code	Rate				
			2026	2027	2028	2029	2030
SSD: Bulk Specific Gravity of Compacted HMA Sample or Core	ASTM D2726, CTM 308C, AASHTO T166	3000	$73.00	$76.00	$80.00	$84.00	$88.00
Coated: Bulk Specific Gravity Compacted HMA Sample or Core	ASTM D1188, CTM 308A, AASHTO T275	3001	$102.00	$107.00	$112.00	$117.00	$122.00
Draindown Characteristics in Uncompacted HMA	ASTM D6390, AASHTO T305	3002	$216.00	$225.00	$234.00	$244.00	$254.00
Lab Mixed-Effect of Moisture on HMA	ASTM D4867, AASHTO T283	3003	$1,696.00	$1,764.00	$1,835.00	$1,909.00	$1,986.00

Lab Mixed-Effect of Moisture on HMA, 1 Freeze Thaw	ASTM D4867, AASHTO T283	3004	$2,070.00	$2,153.00	$2,240.00	$2,330.00	$2,424.00
Plant Mixed-Effect of Moisture on HMA Mix	ASTM D4867, AASHTO T283	3005	$1,227.00	$1,277.00	$1,329.00	$1,383.00	$1,439.00
Plant Mixed-Effect of Moisture on HMA, 1 Freeze Thaw	ASTM D4867, AASHTO T283	3006	$1,696.00	$1,764.00	$1,835.00	$1,909.00	$1,986.00
Extraction: % Bitumen by Ignition	ASTM D6307, CTM 382, AASHTO T308	3007	$278.00	$290.00	$302.00	$315.00	$328.00
Extraction: % Bitumen by Ignition & Gradation	ASTM D6307/D5444, CTM 382/202, AASHTO T308/T27	3008	$384.00	$400.00	$416.00	$433.00	$451.00
Gyratory Compacted Bulk Sp. Gr. (set of 3)	ASTM D6925, AASHTO T312	3009	$379.00	$395.00	$411.00	$428.00	$446.00
Plant Mixed - Hamburg Wheel Track Test	AASHTO T234	3010	$1,556.00	$1,619.00	$1,684.00	$1,752.00	$1,823.00
Lab Mixed - Hamburg Wheel Track Test	AASHTO T234	3011	$2,639.00	$2,745.00	$2,855.00	$2,970.00	$3,089.00
HMA Ignition Oven Correction Factor	ASTM D6307, CTM 382, AASHTO T309	3012	$994.00	$1,034.00	$1,076.00	$1,120.00	$1,165.00
HMA Moisture Content	CTM 370, AASHTO T329	3013	$80.00	$84.00	$88.00	$92.00	$96.00
Hveem Mix Design	Project Specified	3014	By quote				
Hveem Compacted Bulk Sp, Gr. (set of 3): Paraffin	ASTM D1188, CTM 308A, AASHTO T275	3015	$269.00	$280.00	$292.00	$304.00	$317.00
Hveem Stabilometer Test - Lab Mixed (set of 3)	ASTM D1560/1561, CT 304/366, AASHTO T246/247	3016	$460.00	$479.00	$499.00	$519.00	$540.00
Hveem Stabilometer Test - Plant Mixed (set of 3)	ASTM D1560/1561, CT 304/366, AASHTO T246/247	3017	$281.00	$293.00	$305.00	$318.00	$331.00
Lab Mixed - Indirect Tensile Strength of HMA (IDT)	ASTM D6931	3018	$448.00	$466.00	$485.00	$505.00	$526.00
Plant Mixed - Indirect Tensile Strength of HMA (IDT)	ASTM D6931	3019	$303.00	$316.00	$329.00	$343.00	$357.00
Lab Mixed - High Temperature Indirect Tensile Strength of HMA (IDT-HT)	ASTM D6931	3038	$448.00	$466.00	$485.00	$505.00	$526.00
Plant Mixed - High Temperature Indirect Tensile Strength of HMA (IDT-HT)	ASTM D6931	3039	$303.00	$316.00	$329.00	$343.00	$357.00
4" Marshall Compacted Bulk. Sp. Gr. (set of 3)	ASTM D2726, CTM 308C, AASHTO T166	3020	$301.00	$314.00	$327.00	$341.00	$355.00
6" Marshall Compacted Bulk Sp. Gr. (set of 3)	ASTM D2726, CTM 308C, AASHTO T166	3021	$311.00	$324.00	$337.00	$351.00	$366.00
Marshall Mix Design	Project Specified	3022	By quote				
Max. Theoretical Specific Gravity [RICE]	ASTM D2041, CTM 309, AASHTO T209	3023	$207.00	$216.00	$225.00	$234.00	$244.00
Open Grade Mix Design	Project Specified	3024	By quote				
Quantitative Extraction: % Bit. & Sieve Analysis	ASTM D2172, AASHTO T164	3025	OS Lab				
RAP Quality Testing - Total of 3 Samples	CTM 384, MS-2	3026	$3,166.00	$3,293.00	$3,425.00	$3,562.00	$3,705.00
Lab Mixed - Resistance of Compacted HMA to Moisture Damage	CTM 371	3027	$2,477.00	$2,577.00	$2,681.00	$2,789.00	$2,901.00
Resistance to Plastic Flow - 4" Marshall of Cored Sample	ASTM D6926/6927, AASHTO R68/T245	3028	$200.00	$208.00	$217.00	$226.00	$236.00
Resistance to Plastic Flow - 4" Marshall Test, Plant Mix	ASTM D6926/6927, AASHTO R68/T245	3029	$303.00	$316.00	$329.00	$343.00	$357.00
Resistance to Plastic Flow - 4" Marshall Test Lab Mixed	ASTM D6926/6927, AASHTO R68/T245	3030	$448.00	$466.00	$485.00	$505.00	$526.00
Resistance to Plastic Flow - 6" Marshall Test Lab Mixed	ASTM D5581	3031	$586.00	$610.00	$635.00	$661.00	$688.00
Resistance to Plastic Flow - 6" Marshall Test, Premixed	ASTM D5581	3032	$468.00	$487.00	$507.00	$528.00	$550.00
Superpave Mix Design	Project Specified	3033	By quote				
Rutting Susceptibility of HMA using the APA Lab Mixed	AASHTO T340	3034	$2,478.00	$2,578.00	$2,682.00	$2,790.00	$2,902.00
Rutting Susceptibility of HMA using the APA - Plant Mixed	AASHTO T340	3035	$2,069.00	$2,152.00	$2,239.00	$2,329.00	$2,423.00
Lab Mixed - Rapid Shear Rutting Test (IDEAL-RT) - Set of 3	ASTM WK71466	3040	$1,622.00	$1,687.00	$1,755.00	$1,826.00	$1,900.00
Plant Mixed - Rapid Shear Rutting Test (IDEAL-RT) - Set of 3	ASTM WK71466	3041	$1,082.00	$1,126.00	$1,172.00	$1,219.00	$1,268.00
Lab Mixed - Indirect Tensile Cracking Test (IDEAL -CT) - Set of 3	ASTM 8225	3036	$1,622.00	$1,687.00	$1,755.00	$1,826.00	$1,900.00

Plant Mixed – Indirect Tensile Cracking Test (IDEAL -CT) - Set of 3	ASTM 8225	3037	$1,082.00	$1,126.00	$1,172.00	$1,219.00	$1,268.00
Cantabro Abrasion Loss of HMA Specimens (Set of 3)	ASTM D7064 Appendix X2 / AASHTO T401	3044	$858.00	$893.00	$929.00	$967.00	$1,006.00
Emulsion Tests							
Test	**Test Method**	**Invoice Code**	**Rate**				
			2026	**2027**	**2028**	**2029**	**2030**
Emulsion Residue, Evaporation	ASTM D244	3100	$164.00	$171.00	$178.00	$186.00	$194.00
Emulsion Sieve Test	ASTM D244	3101	$159.00	$166.00	$173.00	$180.00	$188.00
Furol Viscosity @ 77°F	ASTM D7496	3102	$166.00	$173.00	$180.00	$188.00	$196.00
Furol Viscosity @ 122°F	ASTM D7496	3103	$175.00	$182.00	$190.00	$198.00	$206.00
Penetration	ASTM D5	3104	$151.00	$158.00	$165.00	$172.00	$179.00
Residue by Evaporation	ASTM D6934	3105	$159.00	$166.00	$173.00	$180.00	$188.00
Sieve Test	ASTM D6933	3106	$124.00	$129.00	$135.00	$141.00	$147.00
Storage Stability, 1 Day	ASTM D6930	3107	$195.00	$203.00	$212.00	$221.00	$230.00
Storage Stability, 5 Day	ASTM D6930	3108	$225.00	$234.00	$244.00	$254.00	$265.00
Wet Track Abrasion	ASTM D3910	3109	$209.00	$218.00	$227.00	$237.00	$247.00
Binder Tests							
Test	**Test Method**	**Invoice Code**	**Rate**				
			2026	**2027**	**2028**	**2029**	**2030**
Cone Penetration	ASTM D217	3200	$139.00	$145.00	$151.00	$158.00	$165.00
Haake Viscosity	LP-11	3201	$180.00	$188.00	$196.00	$204.00	$213.00
Resilience @ 77°F	ASTM D5329	3202	$139.00	$145.00	$151.00	$158.00	$165.00
Rubber Binder Profile	Project Specified	3203	$4,685.00	$4,873.00	$5,068.00	$5,271.00	$5,482.00
Softening Point	ASTM D36	3204	$151.00	$158.00	$165.00	$172.00	$179.00
PG Binder Specification Compliance	AASHTO M320	3205	OS Lab				
PG Grade Determination	AASHTO R29 / AASHTO M332	3206	OS Lab				

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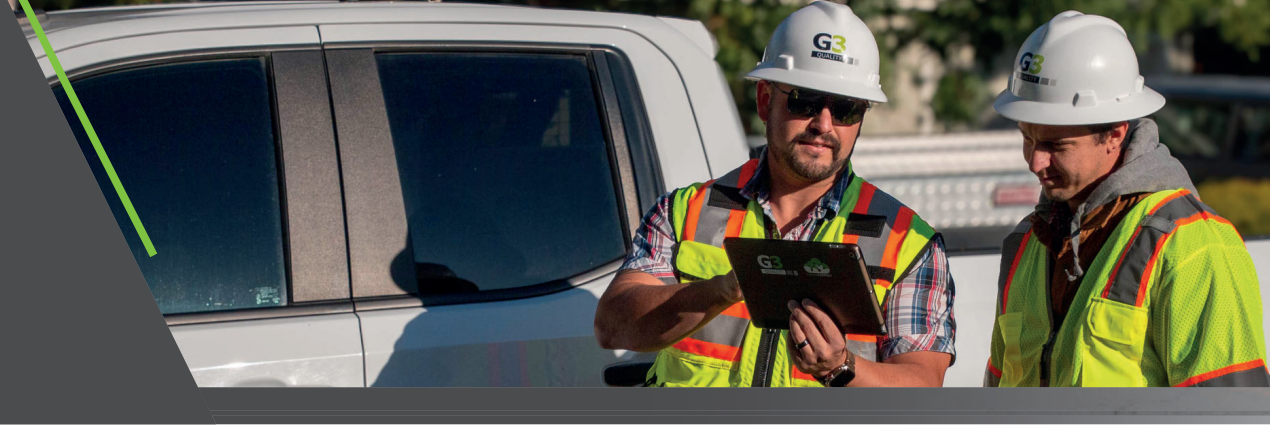

SECTION 8

References

8 REFERENCES

Below we have provided the completed Appendix C - References. Resumes for key staff have been provided on the following pages.

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

Appendix C – Reference Sheet

Entity Name City of Moreno Valley

Business Address 14177 Frederick Street, Moreno Valley, CA 92553

Name of Contact Manny Ruiz

Title Contact Senior Engineer

Telephone Number of Contact 951.413.3243

Email of Contact mannyr@moval.org

Description of Project On-Call Testing and Inspection Services

Date of Service 2022-Present

Entity Name City of Anaheim

Business Address 200 South Anaheim Blvd, Suite 276, Anaheim, CA 92805

Name of Contact Jose Cortez

Title Contact Construction Services Division

Telephone Number of Contact 714.765.5039

Email of Contact jcortez@anaheim.net

Description of Project On-Call Testing, Inspection, and Engineering Services

Date of Service 2024-Current

Entity Name Los Angeles County, Department of Public Works

Business Address 900 South Freemont Avenue, Alhambra, CA 91083

Name of Contact Erik Villa

Title Contact Civil Engineer

Telephone Number of Contact 626-458-7938

Email of Contact evilla@dpw.lacounty.gov

Description of Project As Needed Annual Engineering, Pavement Inspection, and Testing Services

Date of Service 2017-Current

QIANG LI, PH.D., P.E.

Project Manager

Dr. Qiang Li, a licensed Professional Engineer, brings more than 18 years of extensive expertise in material testing, complemented by a robust 11-year track record in successful project management. His diverse background includes specialized roles in inspection and material testing for government agency projects. Holding a Ph.D. in Civil Engineering, Dr. Li has excelled across various domains such as project management, geotechnical engineering, material testing, pavement engineering, and non-destructive testing. He adeptly defines technical requirements, manages project budgets, and implements quality programs, underscoring his proficiency in delivering high-quality projects. Dr. Li's wealth of experience, technical leadership, effective communication, and adept project oversight enable him to provide and manage the ideal inspection and testing staff for construction projects.

RELEVANT EXPERIENCE SNAPSHOT

Project Name and Location: On-Call Materials Testing, Pavement Mix Design, and Inspection Services, Los Angeles, California
Project Owner: Los Angeles County Department of Public Works
Time on Project: 2023 – Present
Project Role: Materials Testing Engineer and Project Manager
Duties and Description: G3 is under contract to provide as-needed materials testing, pavement mix design, and inspection services at various locations in Los Angeles County for Federal and Non-Federal Projects. The general objective of this on-call contract is to evaluate pavement assets and provide the best, cost effective geotechnical and materials design and quality assurance inspection and testing services on a variety of projects under this contract. Our overall services capabilities have included mix design consultation and specialty field and laboratory services. ***As the Materials Testing Engineer and Project Manager for this contract, Qiang effectively manages both field and laboratory testing activities and ensures the quality assurance of testing procedures and results across various projects.***

Project Name and Location: On-Call Professional Consultant Material Testing, Geotechnical and Deputy Field Inspection Services, Moreno Valley, California
Project Owner: City of Moreno Valley
Time on Project: 2024 – Present
Project Role: Project Manager
Duties and Description: This on-call contract with the City of Moreno Valley provides material testing, geotechnical engineering, and deputy field inspection services to support a range of public works and infrastructure projects. The effort includes laboratory and field testing of construction materials, geotechnical investigations and recommendations, and continuous inspection services to help ensure projects are built in accordance with approved plans, specifications, and applicable standards. Services are delivered on an as-needed basis to assist

EXPERIENCE

18 Years

YEARS WITH G3: 2

EDUCATION

- PH.D. Civil Engineering University of Florida, Gainesville, Florida, 2011
- M.S. Civil Engineering University of Florida, Gainesville, Florida, 2010
- B.S. Civil Engineering Dalian University of Technology, China, 2005

LICENSES

- Professional Engineer, CA 91989, TX 113045, NJ 24GE05414400

PROFESSIONAL AFFILIATIONS

- Committee Member of Transportation Research Board on Engineering Behavior of Unsaturated Geomaterials

WHY QIANG?

- In-Depth Quality Assurance Program Management Experience
- Specializes in Material Testing and Engineering
- Extensive Involvement with Pavement Research and Development

the City in maintaining quality control, regulatory compliance, and overall project performance. ***As Project Manager, Qiang oversees testing and inspection services while ensuring compliance with quality assurance standards and procedures.***

Project Name and Location: On-Call Materials Testing, Deputy Inspection, and Environmental Engineering and Science Services, Anaheim, California
Project Owner: City of Anaheim
Time on Project: 2024 – Present
Project Role: Project Manager
Duties and Description: G3 is under contract to provide as-needed materials testing, pavement mix design, and inspection services at various locations in Los Angeles County for Federal and Non-Federal Projects. The general objective of this on-call contract is to evaluate pavement assets and provide the best, cost effective geotechnical and materials design and quality assurance inspection and testing services on a variety of projects under this contract. Our overall services capabilities have included mix design consultation and specialty field and laboratory services. ***As the project Manager, Qiang oversees the quality assurance program and provides as-needed technical consulting as well as managing inspection, materials sampling, and testing services.***

Project Name and Location: On-Call Construction Materials Sampling and Testing Services, Cypress, California
Project Owner: City of Cypress
Time on Project: 2024 – Present
Project Role: Project Manager
Duties and Description: The City of Cypress awarded an On-Call Construction Management, Engineering Support, Testing, and Inspection Services contract to a team that includes G3 through a teaming agreement. G3 provides inspection and materials testing services in support of the City's Capital Improvement Program (CIP), delivering field inspection, sampling, and laboratory testing for roadway and infrastructure improvements. Our work is performed by local, multi-certified technicians and supported by our nearby accredited laboratory, ensuring responsive, high-quality Quality Assurance operations. Under this on-call contract, G3 has supported a variety of rehabilitation and resurfacing projects citywide, including arterial, collector, and residential streets. ***As Project Manager for this role, Qiang oversees necessary quality assurance and materials testing services and provides as-needed consulting.***

Project Name and Location: On-Call Construction Inspection, Special Inspection, and Materials Sampling and Testing Services, Los Angeles County, California
Project Owner: Los Angeles County Sanitation District
Time on Project: 2025 – Present
Project Role: Project Manager
Duties and Description: Under our on-call contract with the Los Angeles County Sanitation Districts, G3 Quality is providing inspection and materials testing services for multiple concurrent wastewater and pumping plant facility improvement projects. Representative assignments include the A.K. Warren Water Resource Facility Pavement Improvements; San Pipe Lining Project – Gardena Pumping Plant Facility Replacement; Spring Street Pumping Plant Upgrades; Los Coyotes Water Reclamation Plant Primary Structures Concrete and Lining Repairs; and District 22 Group 4 Trunk Sewer Rehabilitation. ***Qiang oversees quality assurance and inspection activities under this on-call contract, managing multidisciplinary inspection teams, coordinating laboratory testing and field verification, and ensuring compliance with District standards, contract specifications, and regulatory requirements.***

CHRISTOPHER WILLSON

Field Inspector / Technician

Christopher is a highly qualified field technician with over 7 years of dedicated experience in highway construction inspection and testing for both state and local agencies. His expertise encompasses a strong working knowledge of Caltrans Standard Plans and Specifications, ensuring compliance and quality in all projects he undertakes. Christopher excels in applying his extensive background to highway and public agency projects, delivering meticulous field technician services. His proficiency extends to various aspects of construction inspection, from initial site assessments to the final stages of project completion. Christopher has made significant contributions, demonstrating his capability and commitment to excellence in the field.

EXPERIENCE

7 Years

YEARS WITH G3: 5

EDUCATION

General Education

CERTIFICATIONS

- ICC Certified Structural Steel and Bolting Special Inspector, 9563747
- ICC Soils Special Inspector
- ICC Structural Masonry Special Inspector
- ICC Reinforced Concrete Special Inspector
- ICC Prestressed Concrete Special Inspector
- ICC Structural Welding Inspector
- ICC Master of Special Inspection
- ACI Concrete Field Testing Technician – Grade 1
- Caltrans CTM Certifications

WHY CHRISTOPHER?

- Thorough Construction Manual Understanding
- Excellent and Clear Communication

RELEVANT EXPERIENCE SNAPSHOT

Project Name and Location: Street Reconstruction Zone G—Phase 2, Lomita, California
Project Owner: City of Lomita
Time on Project: 2026—Present
Project Role: Field Inspector
Duties and Description: This project, commissioned by the City of Lomita, involves the reconstruction and rehabilitation of streets within Zone G (Phase 2), an area identified as having some of the most deteriorated pavement conditions in the city. The work includes a combination of full street reconstruction and asphalt overlay treatments across multiple roadways, along with upgrades such as curb ramps to meet ADA standards and improvements to sidewalks, gutters, and related infrastructure. ***Christopher serves as Field Inspector and provides material testing and inspection per project standards and client requirements.***

Project Name and Location: Community Center Courtyard and Parking Lot Improvements, Carson, California
Project Owner: City of Carson
Time on Project: 2025
Project Role: Field Technician
Duties and Description: The Community Center Courtyard (West) project encompassed approximately one acre between City Hall and the Carson Event Center and was designed to convert the existing open landscaped area into a flexible outdoor space for public and private events. Key features included grading part of a mound to install a 1,000-square-foot stage with an adjacent audience area, a pergola next to Hall A, and an expanded courtyard outside Room 107 featuring a lit waterfall, landscaping, and a matching pergola. The site was enhanced with new lighting, decorative paving, and updated landscaping. The east parking lot was reconfigured by removing a planter to create a usable event space without affecting parking capacity. G3 supported the project with comprehensive inspection and testing services, including compaction testing, HMA, concrete, and masonry inspection, as well as laboratory testing and daily reporting. ***Christopher served as Field Technician for this project and provided the required field inspection and materials testing services.***

Project Name and Location: Mills Park Site Improvements, Carson, California
Project Owner: City of Carson
Time on Project: 2025—Present
Project Role: Field Technician
Duties and Description: Mills Park spans approximately 4.45 acres (195,000 sq. ft.) and is centrally located in the City of Carson, surrounded by single-family homes. The improvements are primarily taking place on the easterly half of the park. The project scope includes adjustments to the irrigation system, with most turf areas remaining intact. Enhancements include a larger playground with a rubberized surface and the conversion of the existing half-court into a full basketball court. Additionally, the fitness area is receiving a shade cover, new picnic shelters will be installed, and the concrete walkways throughout the park will be improved. ***Christopher is providing the required field inspection and materials testing services.***

Project Name and Location: PW 24-30 Neighborhood Street Resurfacing, Oxnard, California
Project Owner: City of Oxnard
Time on Project: 2025
Project Role: Field Inspector
Project Relevance and Duties: The project involved roadway improvements within the Colonia neighborhood, including milling of existing asphalt concrete pavement, placement and compaction of asphalt rubberized hot mix (ARHM), micro-surfacing, and crack sealing. G3 performed Quality Assurance inspection, materials sampling, and testing services and as-needed consulting on tasks such as trench backfill, subgrade, aggregate base, HMA/ARHM, and concrete testing. ***Christopher provided onsite quality control testing and inspection in his role as Field Inspector.***

Project Name and Location: 1641 Gardena Boulevard Street Improvement, Carson, California
Project Owner: City of Carson
Time on Project: 2023
Project Role: Field Technician
Duties and Description: The project consisted of street improvements along Gardena Boulevard from Figueroa Street to East of Avalon Boulevard in the City of Carson. G3 provided Quality Assurance services for the subgrade, crushed aggregate base and HMA/ARHM. ***Christopher provided the required field inspection and materials testing services for the aggregate base and subbase.***

Project Name and Location: Melrose Streetscape, West Hollywood, California
Project Owner: City of West Hollywood
Time on Project: 2023
Project Role: Field Inspector
Project Relevance and Duties: The project involved the detailed removal and replacement of concrete sidewalks, driveways, curb and gutters and asphalt roadway throughout the city of West Hollywood. ***Christopher provided onsite testing and inspection in his role as Field Inspector during this project.***

Project Name and Location: CIP 22-17 Residential Street Pavement Rehabilitation Area 8, Downey, California
Project Owner: City of Downey
Time on Project: 2022
Project Role: Field Inspector
Project Relevance and Duties: The City of Downey CIP 22-17 Residential Street Pavement Rehabilitation Area 8 Project focused on improving the condition and longevity of residential streets within a designated neighborhood zone. The work generally included asphalt resurfacing, localized pavement repairs, crack sealing, and upgrades to curbs, gutters, and ADA-compliant curb ramps. This effort enhanced roadway safety, ride quality, and overall neighborhood infrastructure while extending the service life of existing streets. ***As Field Inspector, Christopher performed required inspections according to project specifications.***

DOMINIQUE MCGEE

Field Technician/Inspector

Dominique is a skilled field technician with 7 years of hands-on experience in highway construction inspection and materials testing for state and local agencies. He possesses a strong working knowledge of Caltrans Standard Plans and Specifications, which he applies to ensure compliance, quality, and safety on every project. Leveraging his expertise in highway and public works projects, Dominique provides comprehensive field technician services, including inspection, testing, documentation, and coordination, to support the successful completion of infrastructure projects like those listed below. His proactive approach and attention to detail contribute to high-quality results, efficient project workflows, and adherence to regulatory standards.

EXPERIENCE

7 Years

YEARS WITH G3: 4

EDUCATION

- High School Graduate

CERTIFICATIONS

- Caltrans CTM Certifications, 05317
- ACI Concrete Field Testing Technician – Grade I, 1404510

WHY DOMINIQUE?

- Thorough Caltrans Construction Manual Understanding
- Excellent and Clear Communication
- Fast and Accurate Reporting

RELEVANT EXPERIENCE SNAPSHOT

Project Name and Location: City of Laguna Beach Zone 3 Collectors Pavement Rehabilitation, Laguna Beach, California
Project Owner: City of Laguna Beach
Time on Project: 2024
Project Role: Field Technician
Duties and Description: The project included mobilization, clearing and grubbing, saw cutting, removal and reconstruction of asphalt concrete (A.C.) pavement, replacement of Caltrans traffic loops, weed control and crack sealing, application of Type II slurry seal, traffic control, stormwater pollution prevention, pavement striping and markings, utility adjustments, and other necessary improvements to complete the planned scope of work on the collector roads in The Village neighborhood of Laguna Beach. G3 Provided quality control services on HMA. ***Dominique provided quality control on HMA as well as additional services as a Field Technician.***

Project Name and Location: 2020 / 2021 Street Overlay and Reconstruction, Rialto, California
Project Owner: City of Rialto
Time on Project: 2022
Project Role: Field Technician
Duties and Description: The scope of work included construction management, project inspection, labor compliance, and geotechnical and materials testing services for the Street Overlay and Reconstruction Project. The materials used on the project consisted of cold central plant recycling asphalt concrete, cement stabilized pulverized base, HMA and ARHM. ***Dominique provided quality assurance field testing and material testing services.***

Project Name and Location: 1641 Gardena Boulevard Street Improvement, Carson, California
Project Owner: City of Carson
Time on Project: 2023
Project Role: Field Inspector
Duties and Description: The 1641 Gardena Boulevard Street Improvement Project in the Carson, delivered by the City of Carson in 2023, revitalized a key roadway corridor to better serve the surrounding community. The project featured a range of street enhancements designed to improve pavement quality and overall performance. Construction efforts were carefully executed to strengthen long-term durability while minimizing disruption. ***Dominique provided***

necessary field inspection services to promote project completion according to client timeline and budget.

Project Name and Location: City of West Hollywood Melrose Streetscape, West Hollywood, California
Project Owner: City of West Hollywood
Time on Project: 2023
Project Role: Field Inspector
Duties and Description: The Melrose Streetscape Project in the West Hollywood, led by the City of West Hollywood in 2023, transformed a prominent corridor into a more vibrant and pedestrian-friendly environment. The project consisted of removal and replacement of concrete sidewalks, driveways, curbs, gutters and asphalt roadways. G3 performed quality inspection services. ***Dominique performed field inspections to support completion of this project.***

Project Name and Location: FY 22-23 Street Rehabilitation, Placentia, California
Project Owner: City of Placentia
Time on Project: 2024
Project Role: Field Inspector
Duties and Description: This project consisted of pavement rehabilitation on various streets throughout the city, aimed at improving overall roadway condition and extending pavement life. G3 provided comprehensive quality control services for key construction components, including subgrade preparation, aggregate base placement, and asphalt rubberized hot mix installation. These services ensured that materials and workmanship met project specifications and applicable standards. ***Dominique performed the necessary field inspections in accordance with City requirements.***

Project Name and Location: Residential Streets Pavement Rehabilitation Project, Area 5 and 7, Downey, California
Project Owner: City of Downey
Time on Project: 2024
Project Role: Field Inspector
Duties and Description: The Residential Streets Pavement Rehabilitation Project, Areas 5 and 7 in the City of Downey, completed in 2024, focused on improving the condition of neighborhood streets throughout designated residential zones. The project included pavement rehabilitation work designed to restore roadway surface quality and extend service life. Construction activities generally involved street resurfacing and related improvements to support safer and smoother travel for residents. Overall, the effort enhanced local infrastructure and improved mobility within the community. G3 provided quality assurance materials testing services. ***Dominique served as Field Inspector for this project.***

Project Name and Location: Concrete Rehabilitation Project 424, Cypress, California
Project Owner: City of Cypress
Time on Project: 2025
Project Role: Field Inspector
Duties and Description: The Concrete Rehabilitation Project 424 in the Cypress, led by the City of Cypress in 2025, focused on improving and upgrading concrete infrastructure throughout designated areas of the city. The project was implemented to address deteriorated concrete conditions and enhance overall public safety and accessibility. Work was completed in accordance with city standards and specifications to ensure long-term durability and performance. G3 provided quality assurance materials testing services throughout the duration of the project, including field and laboratory testing to verify compliance with applicable requirements. ***Dominique provided necessary field inspection services to promote project completion according to client timeline and budget.***

KRISTIN COX

Field Inspector / Technician

Kristin brings 7 years of inspection and testing experience of roadway construction. Kristin is highly knowledgeable in major highway construction and pavement rehabilitation activities, including the materials testing of soils, aggregates, concrete, and asphalt. Kristin holds ICC Certification as a Special Inspector Associate for Reinforced Concrete, and is also certified in Soils, and Prestressed Concrete. As a roadway inspector, Kristin oversees highway construction activities and performs inspection duties to include, plan and specification review, scheduling of materials sampling, preparation of non-compliance reports, review of RFI's and material certifications. She utilizes her extensive infrastructure background on major highway projects to provide sampling and testing oversight for Caltrans projects. Her overall understanding and experience with the construction of complex, multi-year major highway projects makes her an asset as an inspector on this team for the project.

EXPERIENCE

7 Years

YEARS WITH G3: 7

EDUCATION

- Bachelor of Science, Business Marketing, California State University Long Beach

CERTIFICATIONS

- ACI Concrete Field Grade 1
- Caltrans CTM certifications
- ICC Soils, Structural Masonry, Reinforced Concrete, Prestressed Concrete, Structural Steel and Bolting, Spray Applied Fireproofing, Structural Welding and Master of Special Inspection
- OSHA 10
- City of Long Beach Deputy Inspector

WHY KRISTIN?

- Excellent client relations and communication skills
- Extensive experience with materials testing of soils, aggregates, asphalt and concrete construction materials

RELEVANT EXPERIENCE SNAPSHOT

Project Name and Location: Residential Street Resurfacing Project, Cypress, California
Project Owner: City of Cypress
Time on Project: 2025
Project Role: Field Inspector
Duties and Description: As part of the City's Capital Improvement Program, this project involved resurfacing multiple residential streets in the City of Cypress to support the City's strategic goal of maintaining and enhancing infrastructure and facilities. The scope includes edge grinding, full-width and partial-width cold milling, crack sealing, removal and replacement of asphalt concrete (AC) paving, removal and replacement of existing traffic striping, wheel stops, and markers. It also involved applying a Type I Rubber Polymer Modified Slurry Seal (RPMS), placing an ARHM (Asphalt Rubber Hot Mix) overlay, adjusting manholes to grade, and replacing traffic striping, markers, and curb paint. G3 provided quality assurance inspection and materials testing for the Type I Slurry Seal and ARHM. ***Kristin performed inspection and sampling of the slurry in her role as Field Inspector.***

Project Name and Location: South Whittier Sunshine Acres Leland Avenue, Whittier, California
Project Owner: County of Los Angeles
Time on Project: 2023
Project Role: Field Technician
Duties and Description: This project consisted of the reconstruction of curb, gutter, curb ramp upgrades and driveway aprons utilizing asphalt rubber hot mix surface course on cold central plant recycled asphalt concrete base course and cement stabilized pulverized base. G3 provided quality control services for the Cement Treated Pulverized Base. ***Kristin provided quality assurance field testing and material testing services.***

Project Name and Location: Community Center Courtyard and Parking Lot Improvements, Carson, California
Project Owner: City of Carson
Time on Project: 2025
Project Role: Inspector
Duties and Description: The Community Center Courtyard (West) project encompassed approximately one acre between City Hall and the Carson Event Center and was designed to convert the existing open landscaped area into a flexible outdoor space for public and private events. Key features included grading part of a mound to install a 1,000-square-foot stage with an adjacent audience area, a pergola next to Hall A, and an expanded courtyard outside Room 107 featuring a lit waterfall, landscaping, and a matching pergola. The site was enhanced with new lighting, decorative paving, and updated landscaping. The east parking lot was also reconfigured by removing a planter to create a usable event space without affecting parking capacity. G3 supported the project with comprehensive inspection and testing services, including compaction testing, HMA, concrete, and masonry inspection, as well as laboratory testing and daily reporting. ***Kristin provided field inspection, sampling and testing services for masonry and mortar.***

Project Name and Location: Residential Street Pavement Rehabilitation Area 4, Downey, California
Project Owner: City of Downey
Time on Project: 2023
Project Role: Field Technician
Duties and Description: The project rehabilitated 77 residential street segments with a total length of approximately 10 miles. The work included crack sealing, slurry seal, cape seal, grind and overlay and pavement rehabilitation. G3 was contracted to provide inspection and laboratory testing services. ***Kristin provided quality assurance field testing and material testing services.***

Project Name and Location: Calmada Avenue and Mills Avenue Rehabilitation Project, Whittier, California
Project Owner: City of Whittier
Time on Project: 2024
Project Role: Field Inspector
Duties and Description: The Calmada Avenue and Mills Avenue Rehabilitation Project in the City of Whittier consisted of comprehensive roadway and pedestrian infrastructure upgrades along both corridors, including pavement rehabilitation, ADA-compliant curb ramp reconstruction, new and replacement sidewalk, cross gutter, and spandrel improvements, as well as localized roadway excavation and base replacement. The project also included adjusting sewer and storm drain manholes and water valves to grade, installing new traffic signal loops, constructing retaining curbs, and completing signing, striping, and pavement marking enhancements to improve mobility and safety. ***As Field Inspector, Kristen provided necessary site inspections per project specifications and requirements.***

Project Name and Location: SB1 CDBG Street Reconstruction, Huntington Park, California
Project Owner: City of Huntington Park
Time on Project: 2023
Project Role: Field Inspector
Duties and Description: The SB1 CDBG Street Reconstruction Project in Huntington Park, led by the City of Huntington Park in 2023, focused on improving local roadway infrastructure through a coordinated rehabilitation effort. The project involved general street improvements aimed at enhancing pavement conditions and overall usability. Work activities included typical construction measures to support long-term durability and functionality. This effort contributed to safer, more reliable streets for the community. ***Kristen served this project in her role as Field Inspector by providing project-specific site and field inspections.***

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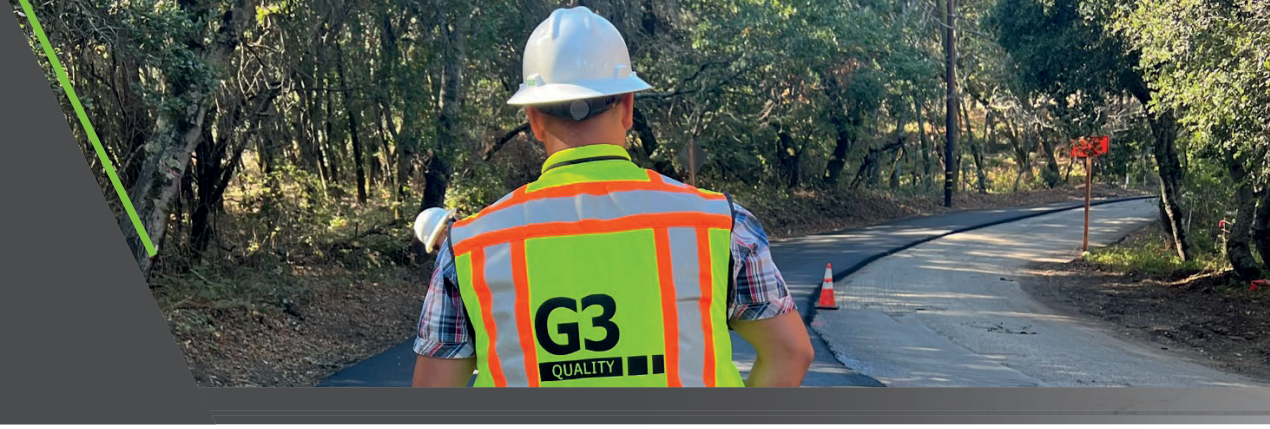

SECTION 9

Comments on PSA Template

COMMENTS ON PSA TEMPLATE

PSA TEMPLATE COMMENTS

G3 has no redline revisions to the Professional Services Agreement Template.

SECTION 10

Additional Attachments

10 ADDITIONAL ATTACHMENTS

- Subconsultant Business Preference

Company Details
User Management
Compliance Documents
Certification
NAICS Codes and Licenses
Bookmarks

For any questions regarding certifications please contact the Bureau of Contract Administration, Office of Contract Compliance at **bca.certifications@lacity.org**

Certification

+ Add Certification

City of Los Angeles | Harbor | Expired Certifications

Name	Status	Expiration Date
VSBE: VERY SMALL BUSINESS ENTERPRISE (HARBOR)	Verified	5/31/2026

G3 Quality, Inc.

13850 Cerritos Corporate Drive
Suite E
Cerritos, California 90703

562.321.9840
www.g3quality.com

EXHIBIT 'C'

LAPM EXHIBIT 10-R, Appendices A and E

Exhibit 10-R: A&E BOILERPLATE AGREEMENT LANGUAGE

(For Local Assistance Federal-Aid Projects)

NOTE TO LOCAL AGENCY - BE SURE THAT YOUR LEGAL STAFF REVIEWS AND APPROVES ALL CONSULTANT CONTRACTS BEFORE EXECUTION. THIS AGREEMENT LANGUAGE IS RECOMMENDED LANGUAGE, EXCEPT ARTICLE XXXII TITLE VI ASSURANCES (APPENDICES A AND E MUST BE PHYSICALLY INCLUDED, UNMODIFIED, IN ANY FEDERAL-AID CONTRACT AND APPENDICES B-D MUST BE PHYSCIALLY INCLUDED, UNMODIFIED, IN ANY FEDERAL-AID CONTRACT INVOLVING RIGHT OF WAY ACQUISITION). MODIFY AS RECOMMENDED BY YOUR OWN LEGAL STAFF AND TO FIT YOUR PARTICULAR REQUIREMENTS AND PROJECT.

THE FISCAL AND FEDERAL PROVISIONS ARE REQUIRED IN ALL FEDERALLY FUNDED CONTRACTS. THE ORIGINAL INTENT OF THE ARTICLE SHALL REMAIN, IF MODIFIED BY YOUR LEGAL STAFF.

THIS EXHIBIT CONTAINS FISCAL REQUIREMENTS FROM 2 CFR 200 AND IS TO BE USED FOR STATE-ONLY FUNDED CONTRACTS AS WELL.

[*Note: italic text within brackets throughout the Articles is intended for instructional purposes only*]

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ARTICLE I INTRODUCTION

A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:
(NAME OF CONSULTANT)

Incorporated in the State of (NAME OF STATE)
The Project Manager for the "CONSULTANT" will be (NAME)
The name of the "LOCAL AGENCY" is as follows:
(NAME)

The Contract Administrator for LOCAL AGENCY will be (NAME)

B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated (DATE). The approved CONSULTANT's Cost Proposal is attached hereto (Attachment #) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.

D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of LOCAL AGENCY.

E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.

F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against LOCAL AGNECY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from LOCAL AGENCY under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.

H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.

I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

[*Choose either Option 1 or Option 2*]

[*Option 1 - Use paragraphs A & B below for standard AGREEMENTs*]

A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if 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.

B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

[*Option 2 - Use paragraphs A & B below for on-call AGREEMENTs]*

A. 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 LOCAL AGENCY's Contract Administrator or Project Coordinator to determine, if 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.

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

ARTICLE III STATEMENT OF WORK

[*Insert Appropriate Statement of work including a Description of the Deliverables in the following sections. If a section does not apply to the AGREEMENT, state "Not Applicable to this AGREEMENT."*]

A. CONSULTANT Services
[*Detail based on the services to be furnished should be provided by CONSULTANT. Nature and extent should be verified in the negotiations to make precise statements to eliminate subsequent*

uncertainties and misunderstandings. Reference to the appropriate standards for design or other standards for work performance stipulated in CONSULTANT AGREEMENT should be included. Describe acceptance criteria, and if the responsible CONSULTANT/engineer shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the AGREEMENT including registration number.

Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact, or the Caltrans District Director signs the Record of Decision (see LAPM Chapter 6: Environmental Procedures, and the Standard Environmental Reference).]

B. Right of Way
[*State whether Right of Way requirements are to be determined and shown by CONSULTANT, whether land surveys and computations with metes and bounds descriptions are to be made, and whether Right of Way parcel maps are to be furnished.*]

C. Surveys
[*State whether or not the CONSULTANT has the responsibility for performing preliminary or construction surveys.*]

D. Subsurface Investigations
[*State specifically whether or not CONSULTANT has responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONSULTANT, appropriate provisions are to be incorporated. Archaeological testing and data recovery guidance can be found in the Standard Environmental Reference.*]

E. Local Agency Obligations
All data applicable to the project and in possession of LOCAL AGENCY, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

F. Conferences, Site Visits, Inspection of Work
This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the LOCAL AGENCY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

G. Checking Shop Drawings
[*For AGREEMENTs requiring the preparation of construction drawings, make provision for checking shop drawings. Payment for checking shop drawings by CONSULTANT may be included in the AGREEMENT fee, or provision may be made for separate payment.*]

H. CONSULTANT Services During Construction
The extent, if any of CONSULTANT's services during the course of construction as material testing, construction surveys. etc., are specified in the AGREEMENT together with the method of payment for such services.

I. Documentation and Schedules
AGREEMENTs where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

J. Deliverables and Number of Copies
The number of copies or documents to be furnished, such as reports, brochures, sets of plans, specifications, or Right of Way parcel maps shall be specified. Provision may be made for payment for additional copies.

ARTICLE IV PERFORMANCE PERIOD

[*A time must be set for beginning and ending the work under the AGREEMENT. The time allowed for performing the work is specified; it should be reasonable for the kind and amount of services contemplated; and it is written into the AGREEMENT. If it is desirable that Critical Path Method (CPM) networks, or other types of schedules be prepared by CONSULTANT, they should be identified and incorporated into the AGREEMENT.*]

A. This AGREEMENT shall go into effect on (DATE), contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on (DATE), unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

[*Use paragraph C below in addition to paragraphs A & B above for on-call AGREEMENTs. On-call AGREEMENTs shall be 5 years maximum.*]

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

[*Choose either Option 1, 2, 3, or 4*]

[*Option 1 - Use paragraphs A through J below for Cost-Plus-Fixed Fee Agreements*]

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of $(AMOUNT). The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.

H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed $(Amount).

J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

[*Option 2 - For Cost per Unit of Work Agreements, replace paragraphs A & B of Option 1 with the following paragraphs A, B, and C and re-letter the remaining paragraphs. Adjust as necessary for work specific to your project*].

A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.

B. The specified rate to be paid for vehicle expense for CONSULTANT's field personnel shall be $(Amount) per approved Cost Proposal. This rate shall be for fully equipped vehicle(s) specified in

Article III Statement of Work, as applicable. The specified rate to be paid for equipment shall be, as listed in the approved Cost Proposal.

C. The method of payment for this AGREEMENT, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY approved overhead rate set forth in the approved Cost Proposal. In the event, LOCAL AGENCY determines that changed work from that specified in the approved Cost Proposal and AGREEMENT is required; the actual costs reimbursable by LOCAL AGENCY may be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," of this article shall not be exceeded unless authorized by AGREEMENT amendment.

[*Option 3 - Use paragraphs A through P for Specific Rates of Compensation Agreements (such as on-call Agreements). This payment method shall only be used when it is not possible at the time of procurement to estimate the extent or duration of the work or to estimate costs with any reasonable degree of accuracy. The specific rates of compensation payment method should be limited to AGREEMENTs or components of AGREEMENTs for specialized or support type services where the CONSULTANT is not in direct control of the number of hours worked, such as construction engineering and inspection.*]

A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate.

B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.

C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.

D. After a project to be performed under this AGREEMENT is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.

E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal.

CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

F. [*Local Agency to include either (a) or (b) below; delete the other one*]

(a) Reimbursement for transportation and subsistence costs shall not exceed State rates.

(b) Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. CONSULTANT will be responsible for transportation and subsistence costs in excess of State rates.

G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.

I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.

J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.

K. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(NAME OF LOCAL AGENCY/ NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.

M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.

N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

O. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.

P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this AGREEMENT shall not exceed $ (Amount). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

[*Option 4 - Use paragraphs A through E below for lump sum agreements.*

A. The method of payment for this AGREEMENT will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article III Statement of Work. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by AGREEMENT amendment and approved by LOCAL AGENCY.

B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.

C. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.

D. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice must be submitted within sixty (60) calendar days after completion of CONSULTANT's work unless a later date is approved by the LOCAL AGENCY. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

E. The total amount payable by LOCAL AGENCY shall not exceed $(Amount).

ARTICLE VI TERMINATION

A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by LOCAL AGENCY by virtue of any breach of this AGREEMENT by CONSULTANT, and LOCAL AGENCY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due LOCAL AGENCY from CONSULTANT is determined.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII 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 LOCAL AGENCY.

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.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY 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. LOCAL AGENCY, 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.

ARTICLE IX AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

   1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

~~D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.~~

D. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

E. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. ~~This clause applies to both DBE and non-DBE subconsultants.~~

CONSULTANT must submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

F. Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

[*Choose either Method 1, Method 2, or Method 3 below and delete the other two.*]

Method 1: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Method 2: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Method 3: The LOCAL AGENCY shall hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY of the contract work and pay retainage to CONSULTANT based on these acceptances. CONSULTANT or subconsultant shall return all monies withheld in retention from all subconsultants within 15 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the LOCAL AGENCY. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT; deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

   1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the

equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov**.**

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

    a. The information contained in the payroll record is true and correct.

    b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all

reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in

violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the CONSULTANT fails to comply with all of the following requirements:

    a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

    b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

    c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

    d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants 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 forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.

B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

[*Include this article in all AGREEMENTs where federal funding will exceed ~~$150,000~~ $100,000. If less than ~~$150,000~~ $100,000 in federal funds will be expended on the AGREEMENT, delete this article and re-number the subsequent articles.*]

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

   1. No State, Federal, or LOCAL AGENCY 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.

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

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.

ARTICLE XVI 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 §11102.

B. During the performance of this AGREEMENT, 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. CONSULTANT and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. 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 LOCAL AGENCY 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. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY 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 LOCAL AGENCY shall require to ascertain compliance with this clause.

E. 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. 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. 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 LOCAL AGENCY components of the DBE Program Plan, 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.~~

ARTICLE XVII 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:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
4. 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.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) ~~PARTICIPATION~~

A. CONSULTANT, ~~subrecipient (LOCAL AGENCY),~~ or subconsultant, shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). ~~To ensure equal participation of DBEs provided in 49 CFR 26.5, the LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.~~

~~CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: https://caltrans.dbesystem.com/.~~

~~All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:~~

- ~~100 percent counts if the materials or supplies are obtained from a DBE manufacturer.~~
- ~~60 percent counts if the materials or supplies are purchased from a DBE regular dealer.~~
- ~~Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."~~

This AGREEMENT is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTs who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

B. The goal for DBE participation for this AGREEMENT is _____%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10-O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

In accordance with 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT 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 LOCAL AGENCY deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions; and/or

(3) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Replacement of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

Termination of DBE Subconsultants

After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the LOCAL AGENCY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.

2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the LOCAL AGENCY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and the LOCAL AGENCY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.
3. Submit CONSULTANT's DBE termination request by written letter to the LOCAL AGENCY and include:
    - One or more above listed justifiable reasons along with supporting documentation.
    - CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
    - The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

Replacement of DBE Subconsultants

After receiving the LOCAL AGENCY's written authorization of DBE termination request, CONSULTANT must obtain the LOCAL AGENCY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

~~The following procedures shall be followed to request authorization to replace a DBE firm:~~

~~1. Submit a request to replace a DBE with other forces or material sources in writing to the LOCAL AGENCY which must include:~~

~~a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.~~

~~b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:~~

- ~~Description of scope of work and cost proposal~~
- ~~Proposed subcontract agreement and written confirmation of agreement to perform on the Contract~~
- ~~Revised Exhibit 10-O2: Consultant Contract DBE Commitment~~

~~2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFEs to use DBE replacement firms within seven (7) days of LOCAL AGENCY's authorization to terminate the DBE. CONSULTANT may request the LOCAL AGENCY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:~~

- ~~Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment~~
- ~~Solicitations of DBEs for performance of work identified~~
- ~~Correspondence with interested DBEs that may have included contract details and requirements~~
- ~~Negotiation efforts with DBEs that reflect why an agreement was not reached~~
- ~~If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive~~
- ~~Copies of each DBE's and non-DBE's price quotes for work identified, as the LOCAL AGENCY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher~~
- ~~Additional documentation that supports CONSULTANT's GFE~~

~~The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.~~

~~F. Commitment and Utilization~~

~~The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.~~

~~The LOCAL AGENCY shall request CONSULTANT to:~~

~~1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation~~

~~2. Provide this notification before starting the affected work~~

3. Maintain records including:
   - Name and business address of each 1st -tier subconsultant
   - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
   - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.
If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold $10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the LOCAL AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders

- ~~Bills of lading~~
- ~~Invoices~~
- ~~Proof of payment~~

~~CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the LOCAL AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three months of work.~~

~~CONSULTANT must notify the LOCAL AGENCY immediately if they believe the DBE may not be performing a CUF.~~

~~The LOCAL AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional LOCAL AGENCY evaluations. The LOCAL AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The LOCAL AGENCY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the LOCAL AGENCY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the LOCAL AGENCY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.~~

~~CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of LOCAL AGENCY's request such as:~~

- ~~Proof of ownership or lease and rental agreements for equipment~~
- ~~Tax records~~
- ~~Employee rosters~~
- ~~Certified payroll records~~
- ~~Inventory rosters~~

~~Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.~~

~~If CONSULTANT and/or the LOCAL AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. LOCAL AGENCY may deny payment for the noncompliant portion of the work. LOCAL AGENCY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. LOCAL AGENCY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the LOCAL AGENCY's approval. The LOCAL AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.~~

~~If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.~~

~~H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.~~

~~I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.~~

~~J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.~~

~~K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.~~

~~L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.~~

~~For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.~~

~~M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.~~

ARTICLE XIX INSURANCE

[*Choose either Option 1 or Option 2*]

[*Option 1 - for AGREEMENT with a scope of services that may require the CONSULTANT or subconsultant to work within the operating state or Local Agency Highway Right of Way; where there would be exposure to public traffic or construction operations.*]

A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars ($1,000,000) per occurrence.

B. The Certificate of Insurance will provide:

1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to LOCAL AGENCY.
2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

[*Option 2 - for AGREEMENTs with a scope of services that will not require the CONSULTANT or subconsultant to work within the operating state or Local Agency Highway Right of Way where there would be exposure to public traffic or construction CONSULTANT operations*.]

CONSULTANT is not required to show evidence of general comprehensive liability insurance.

ARTICLE XX FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.

C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

[*Choose either Option 1 or Option 2*]

[*Option 1 - Use paragraphs A through C below for all AGREEMENTs without PS&E submittal*]

A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and [*Insert Department Head or Official*], who may consider written or verbal information submitted by CONSULTANT.

B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

[*Option 2 - Replace Paragraph B, above, with the following for AGREEMENTs requiring the submission of PS&E*]

B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

[*Add the following paragraph to all AGREEMENTs, which may require trenching of five feet or deeper*]

D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXVI OWNERSHIP OF DATA

A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of LOCAL AGENCY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, LOCAL AGENCY shall be entitled to, and CONSULTANT shall deliver to LOCAL AGENCY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to LOCAL AGENCY which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by LOCAL AGENCY.

B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of LOCAL AGENCY without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by LOCAL AGENCY for another project or project location shall be at LOCAL AGENCY's sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR

A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

[*For PS&E contracts add paragraph F, below, to paragraphs A through E, above*]

F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of LOCAL AGENCY or except by court order. If

CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, LOCAL AGENCY has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, LOCAL AGENCY's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

~~ARTICLE XXXI PROMPT PAYMENT~~

~~A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONSULTANT~~

~~The LOCAL AGENCY shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the LOCAL AGENCY shall act in accordance with both of the following:~~

~~(1) The LOCAL AGENCY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.~~

~~(2) The LOCAL AGENCY must return any payment request deemed improper by the LOCAL AGENCY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.~~

~~B. PROMPT PAYMENT CERTIFICATION~~

~~For projects awarded on or after September 1, 2023: the~~ CONSULTANT must ~~now~~ submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

ARTICLE XXXI TITLE VI ASSURANCES

APPENDICES A - E of the TITLE VI ASSURANCES

[*The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if appliable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.*

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a LOCAL AGENCY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the LOCAL AGENCY with other parties:

a. *for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and*
b. *for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.*]

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives.

Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

   i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

   ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does

hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C
CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

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).

ARTICLE XXXII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

(CONSULTANT)

(NAME) ,Project Manager

(ADDRESS)

LOCAL AGENCY:

(LOCAL AGENCY)

(NAME) , Contract Administrator

(ADDRESS)

ARTICLE XXXIII CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXIV SIGNATURES

(Name of LOCAL AGENCY)	(Name of CONSULTANT)
_____(Signature)_____	____(Signature)_____
(Name of Signer)	(Name of Signer)
Date: _____	Date: _____

CITY OF MONTEBELLO'S ON-CALL BENCHLIST
PROFESSIONAL SERVICES AGREEMENT NO. 4534
FOR ARCHITECTURAL AND ENGINEERING SERVICES WITH
THE CONVERSE PROFESSIONAL GROUP (RFQual No. 26-04)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **June 24, 2026** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY"), and THE CONVERSE PROFESSIONAL GROUP, a Delaware corporation (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individually as the "Party" and jointly as the "Parties" .

RECITALS

WHEREAS, the CITY desires to retain a qualified professional to provide architectural and engineering professional services to the CITY; and

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

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

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

WHEREAS, the CONSULTANT responded to CITY's Request for Qualifications dated April 9, 2026 ("RFQual No. 26-04") as 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 is comprised of Sections 1 through 31, and its various exhibits.

b. RFQual No. 26-04, attached hereto as **Exhibit "A"**.

c. The CONSULTANT'S Proposal to RFQual No. 26-04, attached hereto as **Exhibit "B"**.

d. Local Assistance Procedures Manual (LAPM) Exhibit 10-R, Appendices A and E as **Exhibit "C"**.

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

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

SECTION 2. **SERVICES / COMPENSATION**.

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

B. The CONSULTANT shall provide those services that are set forth in Exhibits A and B solely on an as-needed basis subject to the CITY's authorization of specific work assignments through executed task orders.

C. Once authorized by the CITY, the CONSULTANT shall complete those services in a timely manner, and in accordance with an agreed-upon work schedule to be determined by the Parties.

D. Once authorized by the CITY to commence work on specific work assignments, CONSULTANT shall be compensated in an annual allocation amount not-to-exceed **One Hundred Thousand Dollars ($100,000)** (the "Compensation") for the performance of the Scope of 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 Maximum Annual Compensation without the prior written consent of the CITY.

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

F. 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.

G. 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 **July 1, 2026**, and shall terminate on **June 30, 2029** ("Date of Completion"), with an option to extend up to two (2), one-year terms; unless such deadline is extended in writing by a further agreement between the Parties or the Agreement is terminated sooner as provided in Section 8 herein.

SECTION 4. **PERFORMANCE**.

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

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

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

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

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

f. The CONSULTANT's Reports or Meetings:

i. The CONSULTANT shall submit progress reports on each specific project in accordance with its respective task order signed and issued by the CITY. 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 (1) to determine if the CONSULTANT is performing to expectations or is on schedule; (2) to provide communication of interim findings; and (3) 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 or to the CONSULTANT's employees or 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 its 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 CalPERS or by a court of competent jurisdiction 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 indemnify, defend, 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 provided to CITY via 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, defend, and hold harmless under the indemnity covenants of this Agreement.

SECTION 16. **SUBCONTRACT, ASSIGNMENT, OR DELEGATION**.

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

Any subcontract, assignment, or delegation 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, subconsultants, assignees, or delegees. No such subcontract, assignment, or delegation 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 the 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 email (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
Phone: (323) 887-1200

If to the CONSULTANT:
The Converse Professional Group
Attn: Siva Sivathasan
717 S. Mrytle Ave.
Monrovia, CA 91016
Phone: (626) 930-1200
Email: converse@converseconsultants.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, subconsultant, 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 subconsultant and applicants are employed, and that employees are treated fairly 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, its 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, Federal Highway Association ("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, its 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 federal, state, or city appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, state, or federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this Agreement.

   ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, the CONSULTANT shall complete and

submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions in the LAPM.

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 29. **DEBARMENT AND SUSPENSION CERTIFICATION**.

a. The CONSULTANT's signature affixed herein shall constitute a certification

under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer, or manager:

i. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

ii. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

iii. Does not have a proposed debarment pending; and

iv. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

b. Any exceptions to this certification must be disclosed to the CITY. 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 remain 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**	"CONSULTANT" **THE CONVERSE PROFESSIONAL GROUP**
Raul Alvarez, City Manager	Siva Sivathasan, President
Date: _____	Date: _____

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS

- Exhibit A – RFQual No. 26-04
- Exhibit B – Consultant's Proposal to RFQual No. 26-04
- Exhibit C – LAPM Exhibit 10-R, Appendices A and E

EXHIBIT 'A'

RFQUAL NO. 26-04

CITY OF MONTEBELLO

REQUEST FOR QUALIFICATIONS (RFQual)

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

FOR

CITY OF MONTEBELLO, CALIFORNIA

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

Submit RFQual online via PlanetBids

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

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1. Introduction

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

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

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

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

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

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

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

2. About the City of Montebello

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

3. Proposed Scope of Work/Statement of Work

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

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

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

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

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

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

Consultants must be familiar with Caltrans material testing requirements:

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

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

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

4. Submissions

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

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

5. RFQual Timeline

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

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

6. Non-Commitment of City

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

7. Responsibility of Costs

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

Appendix A - Proposal Format and Content

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

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

SOQ Format

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

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

1. Title Page showing the request for qualifications subject; the vendor's name; the name, address, email and telephone number of the contact person; and the date of the proposal.

2. Table of Contents identifying the items/section listed in the "Proposal Content and Format" section of this RFQual.

3. Detailed proposal following the order set forth in the "Proposal Content and Format" of this RFQual.

SOQ Content

Your response should include the following sections/information:

1. **Letter of Interest -** Please include a letter expressing your interest in being considered for the project. Include a statement regarding the vendor's availability to dedicate time, personnel, and resources to this effort. The letter of interest must include a commitment to the availability of the vendor and all key project staff during the planning period and a proposed schedule designed to meet the City's needs for the project.

2. **Project Understanding and Approach** - Please include a statement demonstrating your understanding of the proposed project. Describe your general approach to completing the project successfully, methodologies and technologies you would employ, key milestones and processes you would employ. Describe what information you would expect the City to supply.

3. **Relevant Experience** - Please include information describing your experience providing similar services for public agencies. Provide a minimum of three (3) specific examples of relevant experience. At a minimum, the vendor should provide a list of the most recent

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

4. **Sub-contractors/Sub-consultants** – If your firm works with sub-contractors/sub-consultants to perform the services described in the proposed Scope of Work/Statement of Work for the Project, please provide the name, full address for each sub-contractor, as well as the name of a contact person and phone number. If awarded, the City will need to provide written approval for any services offered by any and all sub-contractor/sub-consultant.

5. **Proposed Scope of Services** - Please provide a proposed Scope of Services, based on the Scope of Work contained in this RFQual; and discuss any ideas for modifying, clarifying, or improving the City's proposed scope of work. Provide a realistic working schedule with key deliverables, milestones, and tasks.

6. **Conflict of Interest Statement –** The vendor shall disclose any financial, business, or other relationship with the City that may have an impact upon the selection process. If the vendor does not have any such conflicts, a statement declaring such should be included in their submission.

7. **Cost Proposal –** Cost proposal should include the following:

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

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

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

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

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

9. **Redline Comments on the Professional Services Agreement Template** – Using Appendix D – Proposers are requested to review the Professional Services Agreement template provided and submit any proposed redline revisions with their response. Following the award of the RFQual, the City will evaluate all submitted redline comments in coordination with the City Attorney and will work with the selected firm(s) to reach mutual agreement on the final contract terms. Proposers must demonstrate full compliance with the City's insurance requirements as a condition of eligibility.

10. **Additional Attachments (Optional)** – Please use this section to attach any information that was not previously included identified in any other section.

Appendix B – Evaluation Criteria

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

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

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

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

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

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

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

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

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

Evaluation Criteria Summary

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

Appendix C – Reference Sheet

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

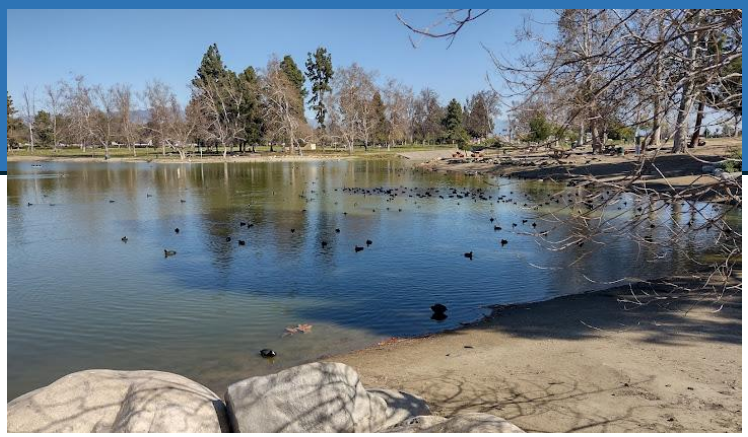
Description of Project _____

Date of Service _____

Appendix D – Professional Services Agreement Template

EXHIBIT ‘B’

CONVERSE PROFESSIONAL GROUP PROPOSAL



Proposal

Material Testing and Special Inspection Services
RFQual 26-04 for City of Montebello

Presented to:

City of Montebello Public Works Department
Attn: Vanessa Ramos, Administrative Manager
1600 W. Beverly Boulevard
Montebello, CA 90640

Presented by:

Siva K. Sivathasan, PhD, PE, GE
President / Principal Engineer
Converse Consultants
717 S. Myrtle Avenue
Monrovia, CA 91016

May 6, 2026

1. Letter of Interest

May 6, 2026

City of Montebello
Attn: Ms. Vanessa Ramos
Administrative Manager
1600 W. Beverly Boulevard
Montebello, CA 90640

RE: **TECHNICAL PROPOSAL IN RESPONSE TO RFQUAL NO. 26-04**
MATERIALS TESTING & SPECIAL INSPECTION SERVICES
Montebello, Los Angeles County, California
Converse Project Number: 26-31-174-00

Dear Ms. Ramos,

THE CONVERSE PROFESSIONAL GROUP, dba Converse Consultants (Converse), is pleased to present our Statement of Qualifications (SOQ) for On-Call Materials Testing and Special Inspection Services for the City of Montebello (City). We understand that the City's Public Works Department is seeking qualified consulting firms to provide material testing and special inspection services related to the City's Capital Improvement Program and other City projects, and we believe our services would be valuable to the City.

Converse has an 80-year history working with cities, counties, and public agencies throughout Southern California. Our mission is to work together with our clients to be responsive and deliver quality services, resulting in the development of long-term relationships. After carefully examining RFQUAL No. 26-04 and Addendum 1, issued on April 23, we have prepared this submittal to show you how we might address the City's objectives and challenges.

Experience is crucial when providing on-call services. Over our long history, we have fine-tuned our communication skills and understanding of time parameters and scheduling. We are able and fully committed to meeting the City's needs when executing this on-call contract.

Many city projects are funded by State and Federal grants. We understand that all services performed under this contract and any resulting agreements may be funded in whole or in part by State, Federal, or other grant sources. Converse has demonstrable experience managing projects funded by these agencies and ensuring compliance with all applicable requirements. We have provided these services since 1946. In 2016, we provided material testing and special inspection services for the City's Central Library Renovation.

Converse is familiar with Caltrans local assistance procedures manual requirements for Federal and State-funded projects and are current on applicable prevailing wage laws. Because Converse has been providing similar services to cities sharing the City's challenges, we are confident in our approach and success.

Availability to Dedicate Time, Personnel, and Resources. Converse commits to making the listed staff available for the duration of our contract and while said staff are in our employment.

Commitment of Availability of Converse and Its Team. One of the key elements of servicing an on-call contract is to have the appropriate staff available when needed. To meet that demand, we have access to a pool of about 60 regional professional and technical staff.

Proposed Project Schedule. Materials testing and special inspections follow a phased schedule, typically occurring immediately before or during structural activities. Key inspections for concrete and steel require continuous or periodic observation, while site stormwater compliance requires inspection within 72 hours of rain. Considerations include critical elements (such as concrete placing and welding), which require full-time, continuous inspection, while less critical elements may be periodically checked.

Your projects will be managed and staffed by our nearby Monrovia office. Principal-in-Charge Dr. Siva K. Sivathasan, an officer of Converse who is authorized to bind the firm to the contract, will be the program manager and primary contact person for the City. His contact information and that of Converse is as follows:

Siva K. Sivathasan, PhD, PE, GE, QSD, DGE, F. ASCE
CONVERSE CONSULTANTS
President / Principal Engineer
717 South Myrtle Avenue / Monrovia, CA 91016
Phone: (626) 930-1275 | Cell: (626) 437-7638
Email: ksivathasan@converseconsultants.com

Dr. Sivathasan has 31 years of experience providing services throughout Southern California. He has chaired professional associations, been published in professional journals, and taught generations of people obtaining degrees, licenses, and certifications. He has carefully reviewed the RFQ and Addendum 1 and understands this contract's elements. As Converse's President, Dr. Sivathasan is authorized to act on behalf of the firm and bind it contractually.

Regards,

CONVERSE CONSULTANTS

Siva Sivathasan, PhD, PE, GE
President / Principal Engineer

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2. Project Understanding and Approach

Converse is prepared to provide On-Call Materials Testing and Special Inspection Services to the City on an on-call basis. We understand the City requires On-Call Materials Testing and Special Inspection Services for grading, asphalt paving, concrete work, installation of sewer and storm drainage pipes, and other public works construction projects, integrity/structural testing of existing infrastructure, and other related work. Duties include, though are not limited to:

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

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

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

Converse is familiar with Caltrans material testing requirements, including specific requirements for material testing to ensure compliance with contract specifications and safety standards. These requirements include:

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

Familiarity and Experience with State and Federal Procedures

Our professional staff are well-versed in regulations that govern the construction and renovation of public facilities, including standards set by the Division of Occupational Health & Safety (Cal/OSHA), Office of Statewide Health Planning and Development (OSHPD), California Geological Survey (CGS), American Society of Testing and Materials (ASTM), Department of Toxic Substances Control (DTSC), California Environmental Protection Agency (Cal/EPA), among others.

Familiarity and Experience with Caltrans and Green Book Standards

Converse is familiar with standards established by Caltrans, which establishes uniform practices and guidance for the traffic safety systems, and Green Book, the American Association of State Highway and Transportation Officials industry guide to highway and street design research and practices. Our team does not solely rely on these standards, as they are not a substitute for engineering knowledge, experience, or judgment, but as a generally recommended course of action in the solution of field conditions.

Project Approach

Our approach differs according to the kind of project we undertake. However, all of our projects start with a kick-off meeting in which the project's goals, schedule, and other important factors are established. The project approach is guided by the following factors:

Project Controls. Prior to initiation of a project, we prepare a proposal which will list the various tasks, the duration of each, and overall cost. We meet with your project manager and go over our scope and budget, and adjust the scope and budget as agreed upon prior to signing a contract. During the course of the project, our project manager will monitor the amount of work performed and budget expended on a weekly basis. She or he will update the budget tracking sheet and keep the City's representative informed of the budget status. The project manager will identify the disposition of any requests for work that falls outside of our initial scope of work and budget. She or he will seek the City's representative before providing the services. If more testing is requested than initially planned or if the contractor is behind schedule, we will meet with the City's representative to discuss how our scope of work can be modified to keep our cost within budget. Our goal will be to be proactive in controlling the budget and managing the schedule. As the City's partner, we will do what it takes to deliver projects on time and within budget.

Budgeting Methodology and Cost Control. All projects begin with the generation of a budget tracking sheet, which states the labor and expense budgets. Excel budget spreadsheets are typically generated for all projects which breakdown the labor and expense budgets. Converse utilizes an accounting database (Vantagepoint) which allows project managers immediate access to budget information. Our project manager will present an updated budget to the City's project manager on a weekly basis.

Converse always assigns a project manager who is either an engineer or geologist to provide quality control, oversight, and cost control for the assigned project. Being the single point of contact enables our manager to develop a good understanding of the project and clients' requirements. The Converse project manager will review plans and specifications to ensure that the project is completed accordingly. If a potential problem arises or is detected, he will discuss it with the parties involved to arrive at a reasonable solution. This proactive approach helps to avoid issues that can result in a costly delay in the project schedule and budget overruns.

Quality Control/Quality Assurance (QA/QC). Converse implements a set of standard quality control measures on every project to verify that our deliverables meet set quality standards and are free from errors. Quality control begins when a client asks us to submit a proposal and continues through the completion of our scope of work. In general, we perform the following steps to maintain accuracy and timeliness in our deliverables:

- Review the RFP thoroughly and discuss the project with the client to develop a clear understanding of the project needs and objectives, including specific challenges and risks associated with the project site.
- Discuss our extent of involvement with the client's contact person. We also discuss the specific types and quantity of laboratory testing required to meet the project specifications. This enables us to give an accurate projection for our costs and schedule.
- Assign a project manager who is either an engineer or geologist to provide quality control oversight for the assigned project. As the single point of contact, the project manager develops a comprehensive understanding of the project and clients' requirements and is responsible for communicating key project concerns to the entire project team.
- Review plans and specifications to ensure that the project is completed accordingly. If a potential problem arises or is detected, the project manager will discuss it with the parties involved to arrive at a reasonable solution. This proactive approach helps to avoid issues that can result in a delay in the project schedule and budget overruns.
- Maintain active communication with clients to make sure they are pleased with our services. In case of higher staff demands, the project manager will make every attempt to meet the client's needs.
- Implement a standardized review process for all submittals, including laboratory results, daily field reports, and geotechnical study reports, among others
- Assign a registered engineer to supervise the geotechnical and materials testing laboratory.

Scope of Work and Necessary Tasks

The scope of work will vary under each potential project. Below is a general schedule framework demonstrating Converse's responsiveness to City requests, and what the City may expect in return:

Typical Geotechnical Services Schedule (Small to Mid-Size Project)

- **Week 1: Project Initiation & Setup**
  - Initiate request and review project plans.
  - Secure permits and Right of Entry.
  - Schedule utility clearances (e.g., USA North/DigAlert).
- **Week 2: Field Investigation**
  - Mobilize drill rigs and personnel to the site.
  - Execute soil boring, rock coring, or test pit excavation.
  - Perform in-situ testing (e.g., SPT, cone penetration test).
- **Week 3-4: Laboratory Testing**
  - Transport samples to the lab.
  - Perform classification tests (moisture content, Atterberg limits).
  - Conduct strength/consolidation tests (direct shear, triaxial).
- **Week 5-6: Data Analysis & Reporting**
  - Analyze data and perform geotechnical engineering calculations.
  - Draft boring logs and site maps.
  - Prepare final report with foundation and design recommendations.

Key Scheduling Milestones

- **Mobilization:** 1–3 days.
- **Fieldwork Duration:** 1–5 days (varies by depth/number of borings).
- **Lab Testing:** 1–2 weeks.
- **Final Report Submittal:** ~4 weeks after Notice to Proceed.

Factors Affecting Schedule

- **Site Access/Traffic Control:** Restricted areas or high-traffic areas increase permitting time.
- **Environmental Concerns:** Contaminated sites require specialized handling.
- **Weather:** Heavy rain or freezing conditions can delay drilling.
- **Groundwater Monitoring:** Longer timelines if multi-week, post-drilling groundwater monitoring is required.

Unique Methods, Tools, and Techniques

Scheduling and Service Coordination/Dispatcher: Our Field Services Coordinator (FSC) is the single point of contact to take requests for our services from the City. We request 24 hours advance notice; however, due to our proximity to your sites and amount of field personnel on staff and from our subs, we will be on-site whenever you need us.

Based on the specific project requirements, the FSC coordinates with the project manager and Lead Technician daily and schedules field personnel to be at the site on the day and time requested. With this single point of contact, we effectively reduce the chances of miscommunication and/or technicians' failure to be at the site on time. Our FSC is available between 7:30 a.m. and 5:00 p.m. Service requests can be accommodated all seven (7) days of the week, except holidays. Due to our wide array of available staff, we can also accommodate multiple technician requests on weekends.

Team Flexibility and Responsiveness

Converse starts each assignment by carefully selecting its team. These team members are experienced and certified in multiple disciplines and have worked on various projects together. This built-in efficiency saves project time and money, but also enhances communication among members.

Project Management: Siva K. Sivathasan, PhD, PE, GE, DGE, QSD, F. ASCE will be the main point of contact and project manager. At the beginning of the project, Dr. Sivathasan will collect all the project-specific information from the City project manager and prepare a project-specific scope and fee estimate and assemble a highly qualified team with appropriate experience. He will work with your project manager on field coordination, field work, and report progress and finalizing the reports.

For the construction projects during construction, he will discuss the contractor's progress with your project manager weekly and work with our field services coordinator and field personnel to forecast the staffing hours of all inspection and testing activities. Based on the contractor schedule and sequencing of activities, he can project the staff requirements.

Availability: Converse employs a substantial pool of professionals and technical staff from three local Southern California offices, capable of responding to changes in construction schedules and expediting report preparation process for agency approval. Our project managers are always available to discuss project delays with a client. Our field staff are certified in many disciplines, making them more efficient in the field and flexible to staffing needs.

Mobilization: Due to our office location in nearby Monrovia, we can respond to service requests in under 24 hours. Our FSC is available after-hours to receive urgent service requests.

Laboratory Testing: Converse has three laboratories to accommodate fluctuating testing needs. Labs are available 24 hours, seven days a week. Typical turnaround for testing results in 24 hours, maximum three days.

Approach to Ensuring Responsiveness and Effective Communication

Scheduling of available staff and projects is coordinated through weekly office meetings. Our project managers are always available to staff and will be in constant contact with the Principal-in-Charge.

Key Milestones and Processes

Project management milestones typically fall under the four phases in the project life cycle: initiation, planning, implementation/execution, and close-out. Under those four major phases the following milestones can fall:

- Project kick-off meeting and coordination
- Site reconnaissance
- Preliminary assessment
- Geotechnical investigation
- Pertinent tasks (drilling oversight, percolation testing, laboratory testing)
- Data analysis and evaluation
- Report compilation

Actual milestones will vary according to type of project, but Converse will determine relevant project milestones by

- Establishing project goals.
- Dividing proposed plan into phases and tasks.
- Considering key transitional moments to recognize milestones, including in approvals and review times.
- Overlaying milestones onto your project plan.

Expectations of City

Converse attempts to establish a client's expectations in the project kick-off meeting. We ask that clients explicitly express their expectations regarding schedule, communications, etc., so we can do our best to meet those expectations. We discuss possible challenges and proactively consider alternatives – for example, additional staffing and accelerated schedule if delays should occur. Aside from that, we generally request access to existing reports and other material that will help us best serve you.

For our part, we will:

- Identify critical project features and prioritize them based on your budget. We will define what can be achieved within the available resources and propose options for additional features, if the budget permits.
- Ensure all testing meets the specific standards, codes, and technical documents in the contract.
- Utilize daily inspection software to make logs, photos, and reports immediately accessible to stakeholders.
- Clearly define which team member is responsible for each inspection and test.
- Attend pre-construction and progress meetings as needed.
- Provide updates on inspection and testing results during construction meetings.
- Coordinate with contractors and subcontractors to schedule inspections in accordance with construction milestones.
- Immediately notify the City of any issues that could impact the project schedule, safety, or compliance, and manage expectations before the budget is a concern.

3. Relevant Experience

Proposed Building L Expansion

Owner / Client
Camarillo Village Square
2350 Las Posas Road
Camarillo, California 93010
Michael Osborne
714-318-4871

Responsibilities
Materials Testing Services
Third Party Review

Project Duration
March 2020 – July 2021

Project Description
The project site is located along the south side of Los Posas Road and east of Arneill Road in the existing Camarillo Village Square shopping center. The project involved the demolition of existing building Suites A, B, and C and construction of a new building. The footprint of the new building is approximately 14,300 square feet.

Scope of Work During Design
- Reviewed available information on subsurface conditions at the site, including the results of previous geotechnical studies.
- Coordinate site access with the owner representative and review buried utility line locations.
- Stake/mark the site boring locations in the field for drill rig access.
- Drilled four borings to depths of five to fifty feet below the existing ground surface.
- Performed soil laboratory tests: Moisture-density of in-situ samples, Laboratory maximum density and optimum moisture tests, Sieve analysis, Passing No. 200 Sieve, Direct shear tests, Consolidation/Collapse tests, Soil Corrosivity Evaluation.
- Prepared a report with the findings and recommendations and submitted to the client.

Scope of Work During Construction
- Observed and approved excavation bottoms at the building pad.
- Conducted fill soils review and compaction of the project site.
- Conducted laboratory testing which included maximum dry weight and moisture relationship of soils encountered.
- Performed density testing during rough pad grading to verify compaction achieved.
- Prepared a report with results of the observations and testing performed at the site and provided to the client.

City of Orange Corporate Yard

Owner / Client

City of Orange
300 East Chapman Avenue
Orange, CA 92866
Alan Truong
714-744-5568

Responsibilities

Material Testing
Geotechnical Investigation and
Geotechnical Observation

Project Duration

June 2021 – September 2022

Project Description

The project involved new storage buildings including 2,800 SF, 7,000 SF, and 1,200 SF prefabricated buildings; shade structure; wash bay facility; transfer station; canopies; block walls; and landscaping.

Scope of Work During Design

- Prepared the boring locations and submitted for your review and approval.
- Conducted a site reconnaissance and staked/marked the boring locations such that drill rig access to all the locations was available.
- Retained Uti-locate to mark existing underground utilities at each boring location.
- Drilled seven exploratory soil borings to a depth of 10.5 and 50.0 feet below the existing ground surface (bgs).
- Provided representative samples of the site soils which was tested in the laboratory. This test included an in-situ moisture contents and dry densities, expansion index, R-value, soil corrosivity, collapse potential, grain size analysis, maximum dry density, optimum moisture content, and direct shear.
- Analyzed the data from the exploratory field work and laboratory tests.
- Prepared a report to document the findings, conclusions, and recommendations developed during our investigation.

Scope of Work During Construction

- Attended a pre-construction meeting with client representative and contractor.
- Provided full-time or on an as-needed basis field observation and testing during site grading, concrete placement for the building, and asphalt concrete paving.
- Performed laboratory testing of soils, aggregate base, and asphalt and cement concrete.
- Provided project management services during the duration of the project.
- Prepared final close-out report to include copies of all field daily reports, laboratory test results and interim letter/memos and distributed to the client representative.

7-Eleven Convenience Store & Gas Station

Owner / Client
J.M. Stitt Construction, Inc.
3165 Palisades Drive
Corona, CA 92880
Brian Guttormson
951-271-3440

Responsibilities
Material Testing and Inspection
Geotechnical Observation

Project Duration
September 2022 – June 2024

Project Description
The development at 12578 Schleisman Road in Eastvale, California consisted of a single story 7-Eleven/Chevron service station. The new station has a convenience store and canopy with five fueling dispensers for self-service gasoline and diesel sales. It also includes three new underground storage tanks, a trash enclosure facility, two monument signs, landscape areas, 18 parking spaces, ywo electric charging station (EV) stalls, four bike racks, and two bike lockers.

Scope of Work During Construction
- Performed in-place density tests of the asphalt concrete by our field technicians.
- Provided concrete testing and batch plant inspection services.
- Collected mill test reports for rebar reinforcements, inspect welding including prior fit-up, welding equipment, welding quality and certification in accordance with AWS D1.4 and UBC Standard.
- Conducted inspection of masonry construction.
- Performed inspection of rebar bend and tensile testing.
- Provided daily field results for testing and inspection.
- Complied and analyzed the data from the field work and laboratory tests.
- Prepared a report to document the findings, conclusions, and recommendations developed during our investigation and inspection services.

STAYBRIDGE SUITES HOTEL

OWNER / CLIENT
Batta Foods, Inc.
12783 Thornbury Lane
Eastvale, CA 92880
Gagan Batta
909-319-6165

RESPONSIBILITIES
- Material Testing and Inspection Services
- Geotechnical Investigation and Observation
- Percolation Testing

PROJECT DURATION
April 2020 – December 2022

PROJECT DESCRIPTION
The project consisted of a four-story hotel building which was wood frame, masonry wall, and slab on grade construction, utilizing shallow foundations. Associated with the development were roadways, parking areas, above and below ground utilities, and hardscaping and landscaping.

SCOPE OF WORK DURING DESIGN
- Reviewed plans and documents, geotechnical data, faulting, seismic hazard maps, and groundwater data.
- Conducted a site reconnaissance and mark the boring locations provided to us the client.
- Drilled two exploratory borings to depths of between 7.0 feet and 10.0 feet below ground surface.
- Drilled two exploratory percolation test holes to a depth of 5.0 feet bgs.
- Provided representative samples of the site soils which was tested in the laboratory. This test included an R-value, expansion index and sieve analysis.
- Analyzed the data from the exploratory field work and laboratory tests.
- Prepared a report to document the findings, conclusions, and recommendations developed during our investigation.

SCOPE OF WORK DURING CONSTRUCTION
- Attended preconstruction meeting with client on site.
- Conducted as-needed observation during post grading.
- Provided maximum dry density, sand equivalent and asphalt density.
- Prepared daily reports and distributed them to the client representative.
- Prepared final post grading report and distributed to client representative.

4. Sub-contractors/Sub-Consultants

We propose no sub-consultants or sub-contractors for this proposal.

5. Proposed Scope of Services

Converse has a demonstrated understanding of the scope of work for City projects and the ability to complete the project requirements. In the interest of space, and because each scope can vary due to size and other factors, we present a general scope:

Understanding of the Work to be Performed

We understand that the City is looking for material testing and inspections services for public works pavement and striping projects and public works construction projects. The professional services for On-Call Material Testing and Inspections Services may include, but not be limited to, the following:

Soil

- Review soils report, project plans and specifications.
- Review submitted on-site and/or imported materials to determine their suitability as fill materials.
- Inspect bottom of excavations.
- Inspect the excavation and bottom of drilled piers.
- Perform in-place density tests according to ASTM D1556 (sand cone method). Soil density tests may also be performed by nuclear method according to ASTM D6938 and adjusted to ASTM D1556 provided that calibration curves are periodically checked.
- Performing soil analysis to determine soil properties (moisture/density/curve and or point-tests to assure compliance with established curve).
- Perform compaction testing on site by either sand cone or nuclear gauge methods.
- Provide written results of tests after giving verbal results to inspection staff.
- Provide written results of R-value test as requested. No analysis for optimum pavement design is required.

Concrete

- Review concrete mix designs, product mill certificates for compliance.
- Perform batch plant inspection for design compliance. Perform anchor pull tests.
- Review each batch ticket, inspect concrete placement, and test concrete slump.
- Provide minimum of one test for each type of cement and aggregate for conformance to the working drawings and specifications for mix designs.
- Verify concrete meets the specified strength and in required areas of locations.
- Fabricate and pick-up concrete cylinders.
- Test concrete for compressive strength. Test one cylinder at seven days and two at 28 days; retain one cylinder for possible test at 56 days.
- Monitor concrete tests results and advise for non-conforming tests.
- Prepare reports summarizing all observations and test results.

Asphalt

- Perform asphalt concrete compaction or extraction testing on project materials as directed.
- Provide written results of tests.

Structural Steel

- Review manufacturers test reports for compliance with requirements specified.
- Verify material identification.
- Inspect high strength bolted connections.
- Test rebar, post tension strands, anchor bolts, and epoxy anchor dowels.
- Inspect field welding.
- Inspect fabrication shop welding.
- Inspect welding in accordance with AWS D1.1. The following shall be performed on each weld:
  - Verify Welding Procedure Specification (WPS) sheet has been provided and has been reviewed with each welder performing the weld. Welds not executed in conformance with the WPS are rejected.
  - Verify fit-up meets tolerances of WPS and mark joint prior to welding.
  - Verify welding consumables per contract documents and WP.
  - Verify welder qualification and identification.
- Verify amperage and voltage at the arc with hand held meters.
- Observe preheat and inter-pass temperatures, weld pass sequence and size of weld bead.
- For seismic critical welds, inspect removal of back-up and run-off plates, preparatory grinding and execution of reinforcing fillet, verify smoothness of beam flange copes at reduced beam sections, and verify weld access holes meet surface requirements of AWS Section 5.15.4.3.
- Perform nondestructive testing including magnetic particle and ultrasonic testing as needed to assist in locating defects and flaws.
- Nondestructive test all complete penetration groove welds larger than 5/16 inches by ultrasonic methods for conformance with the weld quality and standard acceptance of AWS D1.1 for welds subject to tensile strength. Pass sound through entire weld volume from two crossing directions.
- Ultrasonically inspect base metal thicker than 1" for discontinuities behind welds.
- Inspect and test stud welding in accordance with AWS D1.1. Review pre-production testing and qualification. Inspect welding and perform welding verification inspection and testing.
- Inspect and test deck welding in accordance with AWS D1.3. Review pre-production testing and qualification. Inspect welding and perform verification, inspection and testing.
- Inspect and test welding of shear connector studs in accordance with AWS D1.1. Review pre-production testing and qualification. Inspect welding and perform verification, inspection and testing.
- Inspect and test field strength bolting and welding as described above.
- Prepare reports summarizing all observations and test results.
- Inspection of application of spray applied fire resistive material (SFRM).
- Testing density of SFRM.

Reinforcing Steel

- Review material identification/mill certification sheets to ensure that steel meets project manual specifications.
- Sample and test reinforcing steel (e.g. bend and tensile tests).
- Inspect welds to meet conformance with project specifications.
- Verify welding procedures, welding operators and welders in accordance with AWS D1.1.
- Inspect welded reinforcing bars according to CBC Section 1929.
- Conduct High Strength Bolting Inspection, test bolts, nuts and washers per ICBO, CBC and AISC.
- Prepare reports summarizing all observations and test results.

Masonry

- Perform sampling and placing of masonry units with special attention to joints and bonding of units at the corners. Inspect placement of reinforcement including splices, clearances and supports. Inspect grout space immediately prior to closing of clean outs and during all grouting operations, including for removal of mortar fins, dirt, and debris.
- Test mortar, grout and block by the Unit Strength Method per CBC section 2105. Test units before construction and for each 5,000 square foot wall area. Test masonry units for strength, absorption and moisture content.
- Perform batch plant inspection.
- Review certificates of compliance for materials; sample and test where nonperformance is indicated.
- Review mortar and grout mix designs and certificates of compliance for materials General Contractor proposes to use.
- Inspect placement of grout, including beneath bearing plates and attention to procedures to avoid segregation and to achieve proper consolidation. Review grout certificates.
- Obtain two cores per 5,000 square feet of masonry wall and test the shear bond of the cores as required by CBC 21058 3.1.
- Prepare reports summarizing all observations and test results.

Miscellaneous Inspection and Testing

A listing of services provided by Converse that fall outside the routine testing listed above might be an engineering geologist conducting investigation and consultation with the City, specialized testing on materials such as steel tensile strength, foundation analysis or other specialized testing such as soundness of rock, Atterburg limits, analysis for shoring, stability analysis, ripability of materials, presence of hydrocarbons or other hazardous materials, sand equivalent tests, etc.

6. Conflict of Interest Statement

Converse has no financial, business, or other relationship with the City or its staff that may have an impact upon the selection process.

7. Cost Proposal

The Cost Proposal is uploaded separately.

Appendix C – Reference Sheet

Entity Name **Owner:** City of Pomona; **Client:** Hirsch & Associates, Inc.

Business Address 505 South Garey Avenue, Pomona, CA 91766

Name of Contact Mr. Chuck Foley

Title Contact President

Telephone Number of Contact 714-776-4340, extension 108

Email of Contact chuck@hailandarch.com

Description of Project Civic Center Plaza New Playground Geotechnical Materials Testing and Inspection Services

Date of Service June 2024 – December 2025

Entity Name **Owner:** City of Long Beach; **Client:** Mott Macdonald

Business Address 1000 Wilshire Blvd., Suite #400, Los Angeles, CA 90017

Name of Contact Mr. Azhar Khan, PE

Title Contact Vice President

Telephone Number of Contact 818-506-8088

Email of Contact Azhar.Khan@mottmac.com

Description of Project Ximeno Avenue Water Main Geotechnical Observation And Material Testing and Inspection

Date of Service February 2024 – August 2024

Entity Name Los Angeles Unified School District

Business Address 333 South Beaudry Avenue, 22nd Floor, Los Angeles, CA 90017

Name of Contact Mr. Peyman Soroosh Moghadam, PE

Title Contact Supervising Structural Engineer

Telephone Number of Contact 213-241-6267

Email of Contact peyman.soroosh@lausd.net

Description of Project Delevan Elementary School Geotechnical Observation And Material Testing and Inspection

Date of Service July 2023 – On-going

9. Redline Comments on the Professional Services Agreement Template

Converse has reviewed the Professional Services Agreement template the City provided and has no redline revisions.

10. Additional Information

Converse offers the following advantages to the City:

- Converse staffs **three licensed civil and geotechnical engineers** registered in the State of California.
- **Converse laboratories are accredited** by the American Association of State Highway and Transportation (AASHTO) specified under AASHTO R 18-08, "Standard Recommended Practice for Establishing and Implementing a Quality Management System for Construction Materials Testing Laboratories" and by the California Department of Transportation (Caltrans) specified under the Division of Engineering Services, Materials Engineering and Testing Services Independent Assurance Manual, "Procedures for Accreditation of Laboratories and Qualification of Testers, July 2005."
- Converse has survived several economic downturns and remains a **stable, debt-free** enterprise, thanks in large part to our long-term relationships with clients in a variety of markets.
- Converse maintains a commitment to **successful working relationships** with local municipalities that attest to our ability provide responsive services.
- Converse understands that Public Works Departments are tasked with oversight of multiple concerns, and we are committed to ensuring our clients receive the support they need.
- Converse has the **competitive rates and qualified staff resources** to benefit each project as well as the overall mission of the City.

We are well qualified to provide the services described in the RFP. Converse possesses all of the required employee and laboratory certifications, accreditation, and licensing to perform this scope of work in the State of California. However, we are unable to provide staff augmentation services at this time.

Why Converse is the most qualified for this contract. Converse has 80 years of experience; several Southern California offices from which to draw licensed and certified staff, if necessary; we are financially stable, have no litigation or professional misconduct that blemishes our record; we are registered with the Department of Industrial Relations; we are fully insured. Our team is professionally active and encouraged to obtain further education or professional credentials.

Qualifications which set Converse apart from other proposers. Among other things, Converse maintains full-service laboratories to service projects in a timely and cost-effective manner. Lab staff are trained to conduct all tests and, where applicable, possess appropriate certificates. Laboratories are managed by registered engineers and staffed by experienced and qualified technicians. Our in-house capabilities enable sharing the workload across regional laboratories to ensure that results are ready when they are due. Test results are reviewed by the laboratory supervisors and signed by the manager prior to issuance to the client.

Converse's general service capabilities, qualifications, and experience.

Over the past 80 years, Converse has gained the experience to provide various services to municipalities and other public agencies. We have the staff, resources, and capabilities, including various technical programs. In addition to materials testing and inspection services, Converse's services include geotechnical engineering (including subsurface investigation, earthwork, foundations, retaining walls, pipelines, pavements, engineering geology (including faulting and seismic hazards), geotechnical laboratory, building sciences, and environmental services. Converse has several on-call and as-needed contracts with various municipalities, including the City and County of Los Angeles.

The table below represents Converse Consultants' municipal experience. Contract cities that are or have been Converse's clients are in **boldface font**.

Agoura Hills	**Covina**	**La Quinta**	Poway
Aliso Viejo	**Cudahy**	Laguna Beach	Rancho Cucamonga
Anaheim	**Culver City**	Lake Arrowhead	Redondo Beach
Arcadia	Cypress	Lake Forest	Redlands Rialto
Artesia	Del Mar	Lawndale	**Riverside**
Azusa	**Desert Hot Springs**	Lemon Grove	Rosemead
Bakersfield	**Downey**	Loma Linda	San Bernardino
Beaumont	**Duarte**	Lomita	San Clemente
Bell	Fontana	Long Beach	San Dimas
Bellflower	Fountain Valley	Los Alamitos	**San Fernando**
Beverly Hills	Fullerton	Los Angeles	San Gabriel
Big Bear Lake	Garden Grove	Lynwood	**San Jacinto**
Bradbury	**Gardena**	Malibu	San Marino
Brea	Glendale	Manhattan Beach	Santa Ana
Brentwood	Glendora	Maywood	**Santa Clarita**
Buena Park	Goleta	Mission Viejo	Santa Monica
Burbank	**Hemet**	Monrovia	Santa Paula
Calabasas	Hermosa Beach	Montclair	Seal Beach
Calimesa	Highland	**Montebello**	Signal Hill
Camarillo	Huntington Beach	Monterey Park	Simi Valley
Canyon Lake	**Indian Wells**	Moorpark	South El Monte
Carson	**Indio**	**Moreno Valley**	South Gate
Cathedral City	Industry	Newport Beach	Temple City
Cerritos	Inglewood	Ontario	Thousand Oaks
Chino	Irvine	Orange	Torrance
Chula Vista	Irwindale	Oxnard	Upland
Claremont	**La Canada-**	**Palm Desert**	Victorville
Colton	**Flintridge**	**Palm Springs**	Villa Park
Commerce	La Habra Heights	Pasadena	West Covina
Compton	La Mesa	Pico Rivera	West Hollywood
Corona	La Mirada	Placentia	Yorba Linda
Costa Mesa	La Puente	Pomona	Yucaipa

Converse's on-call experience over the last five years includes the following:

Municipalities

City of Glendale Geotechnical, Soils Engineering, and Materials Testing and Construction Management and Inspection
City of Glendora On-Call Consultant List
City of La Mirada On-Call Construction Inspection, Special Inspection, and Materials Testing and Sampling Services
City of Lancaster On-Call Geotechnical Engineering and Materials and Laboratory Testing
City of Los Angeles On-Call Pre-Qualified Consultants List
City of Thousand Oaks On-Call Professional Consulting Services

Public Agencies

Camarillo Sanitation District On-Call Consultant List
Los Angeles County Sanitation District On-Call Inspection and Testing Agreement
Municipal Water District On-Call Geotechnical & Dam Safety Consulting Services
Santa Clarita Valley Water District Engineering Services Section On-Call Consultant List

School Districts

Bassett USD Special Inspection and Material Testing Services
El Monte Union High School District On-Call Consulting Services
HLPUSD On-Call Geotechnical and MTI Consulting Services
Las Virgenes USD On-Call General Professional Services for District Facilities
Las Virgenes USD Specialty Inspection and Materials Testing Services
LAUSD On-Call Geotechnical Engineering Services & MTIS
LBUSD On-Call Geotechnical Engineering Services & MTIS
Norwalk-La Mirada USD Geotechnical and Material Testing and Special Inspection Consulting Services
Palos Verdes Peninsula USD Material Testing and Inspection Services
Santa Monica Malibu USD-Deputy Inspection Lab of Record On-Call List
Santa Monica Malibu USD-Geotechnical Services
Simi Valley USD Statement of Qualifications for On-Going Construction Materials Testing and Inspections
Wiseburn USD Geotechnical Consulting On-Call List
Wiseburn USD Lab of Record On-Call List

Governmental Scientific and Research Facilities

JPL On-Call Geotechnical Engineering and Material Testing Consulting Services
JPL Time and Material/Architect Engineering Geotechnical and Environmental Engineering, Testing, and Inspection Services

Hashmi Quazi, PhD, PE, GE

QA/QC

Dr. Quazi has over 39 years of experience providing geotechnical engineering services and has earned a reputation for providing quality work in an honest and ethical manner, on time and within budget. Dr. Quazi provides quality control, budget oversight, and technical assistance on project types including municipalities, water-related agencies, and transportation clients.

EDUCATION

- PhD, Civil Engineering, University of Arizona, 1987
- MS, Civil Engineering, Arizona State University, 1982
- BS, Bangladesh Engineering University, 1978

REGISTRATIONS/CERTIFICATIONS

- California, Civil Engineer, No. 46651
- California, Geotechnical Engineer, No. 2517

Relevant Experience

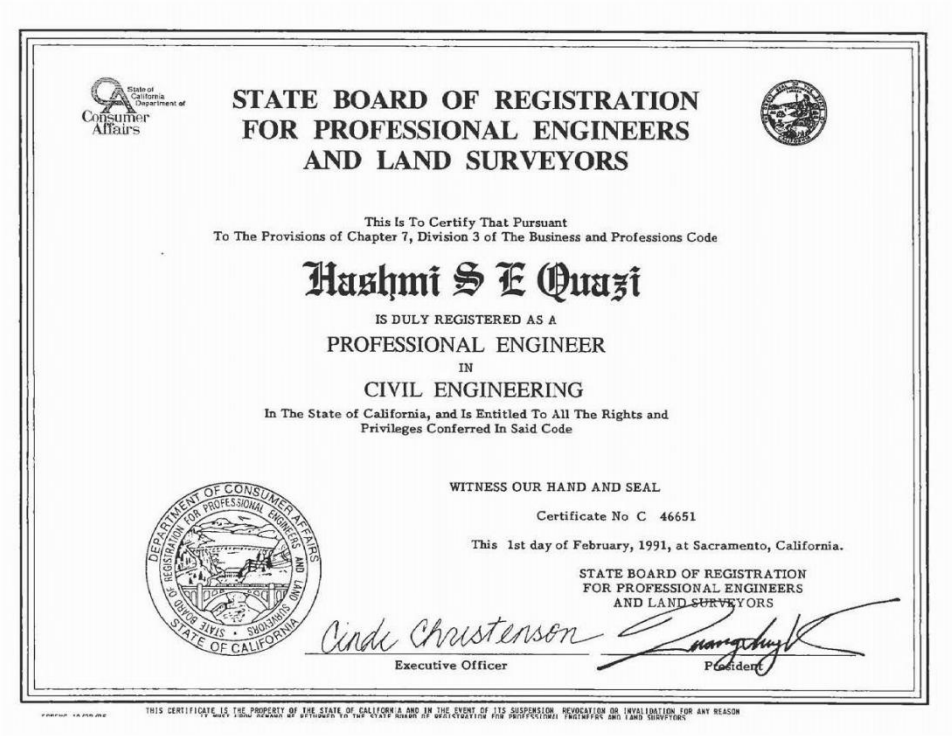
Two 1.5 MG Water Reservoirs and a Booster Station at Plant M2, *Montebello, CA*. QA/QC. Provided quality control oversight for the materials testing and inspection and geotechnical investigation and observation. The project consisted of the construction of two 1.5 million gallons steel water reservoirs and a 3,000 gpm (gallons per minute) booster pump station. And included installation of two steel water pipelines, 30 inch and 24 inch diameters, each about 550 feet long.

Physical Sciences Seismic Retrofit, Cal State L.A., *Los Angeles, CA.* Principal in Charge. Provided quality control overview for material testing and inspection and geotechnical investigation during construction. Reviewed building history and evaluation capacity of existing pile foundation under gravity and axial loads in support of the Seismic Retrofit Project for Physical Sciences Building; Building 12 an eight story, high-rise tower with two levels of basement.

Tehachapi State Prison, *Tehachapi, CA.* Principal in Charge. Performed quality control and budget oversight for the materials testing and inspection and geotechnical observation during construction. The project involved construction of additions and renovations to the prison.

Schaeffer Avenue Storm Drain, *Chino, CA*. Principal in Charge. Provided technical oversight and budget control for the geotechnical observation and material testing. The project consisted of 4,150 feet of storm drain improvements along Schaeffer Avenue in Chino. The proposed storm drains consisted of Reinforced Concrete Pipes (RCP) with invert depths ranging between approximately 10 to 12 feet below existing ground surface (bgs). The diameter of the RCP ranges from 24 inches to 60 inches. Pipes were installed using open cut-and-cover technique. Maximum depth to the bottom of manholes is approximately 15 feet bgs. The project included removing and replacing sidewalks with ADA compliance ramps, catch basins, jack and bore under the railroad track.

Riverside City-Wide Street, Sewer, and Storm Drain Maintenance, *Riverside, CA.* Principal in Charge. Provided quality control and technical oversight of the materials testing and inspection. The project involved performing street maintenance improvements at various locations for streets, storm drains and sewer pipelines throughout the City of Riverside.



State of California Department of Consumer Affairs

STATE BOARD OF REGISTRATION
FOR PROFESSIONAL ENGINEERS
AND LAND SURVEYORS

This Is To Certify That Pursuant
To The Provisions of Chapter 7, Division 3 of The Business and Professions Code

Hashmi S E Quazi

IS DULY REGISTERED AS A

PROFESSIONAL ENGINEER

IN

CIVIL ENGINEERING

In The State of California, and Is Entitled To All The Rights and
Privileges Conferred In Said Code

WITNESS OUR HAND AND SEAL

Certificate No C 46651

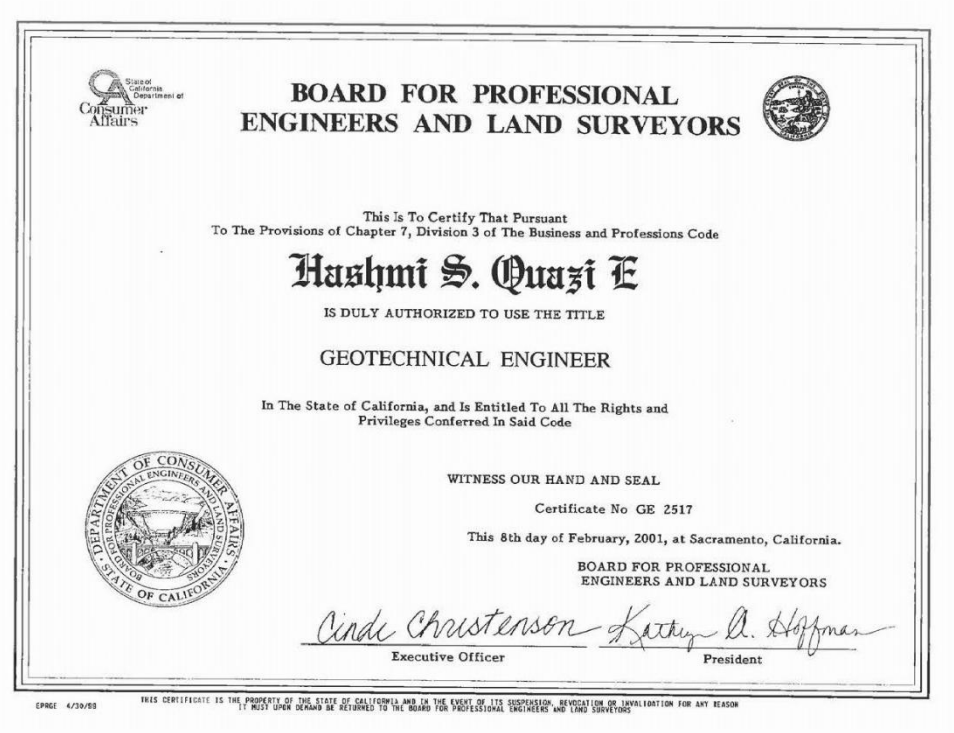
This 1st day of February, 1991, at Sacramento, California.

STATE BOARD OF REGISTRATION
FOR PROFESSIONAL ENGINEERS
AND LAND SURVEYORS

Cinde Christenson — Executive Officer

President

THIS CERTIFICATE IS THE PROPERTY OF THE STATE OF CALIFORNIA AND IN THE EVENT OF ITS SUSPENSION, REVOCATION OR INVALIDATION FOR ANY REASON IT MUST UPON DEMAND BE RETURNED TO THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS



State of California Department of Consumer Affairs

BOARD FOR PROFESSIONAL
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To The Provisions of Chapter 7, Division 3 of The Business and Professions Code

Hashmi S. Quazi E

IS DULY AUTHORIZED TO USE THE TITLE

GEOTECHNICAL ENGINEER

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Privileges Conferred In Said Code

WITNESS OUR HAND AND SEAL

Certificate No GE 2517

This 8th day of February, 2001, at Sacramento, California.

BOARD FOR PROFESSIONAL
ENGINEERS AND LAND SURVEYORS

Cinde Christenson — Executive Officer

Kathryn A. Hoffman — President

EPRGE 4/30/89

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Siva K. Sivathasan, PhD, PE, GE, DGE, QSD, F.ASCE

Project Manager

Dr. Sivathasan is a California-registered civil and geotechnical engineer with 32 years of geotechnical and construction experience. He is skilled at analyzing complex geotechnical problems and preparing comprehensive reports with detailed recommendations. He has extensive knowledge of construction projects from managing geotechnical observation and testing, special inspection and material testing, and Caltrans source inspection services. He is a subject matter expert for the California Board of Professional Engineers, Land Surveyors, and Geologists for geotechnical engineering exam development.

Dr. Sivathasan teaches several civil engineering undergraduate classes at Cal Poly Pomona. He teaches geotechnical engineering and engineering surveying sections for the California Professional Engineer Exam; is the vice chair of the ACSE Los Angeles Section Geotechnical Group; and has published several papers in journals and for international and national conferences.

EDUCATION

- PhD, Civil Engineering, University of California, Davis, 2002
- MS, Civil Engineering, University of California, Davis, 1997
- BS, Civil Engineering, University of Peradeniya, Sri Lanka, 1994

REGISTRATIONS/CERTIFICATIONS

- California, Civil Engineer, No. 63185
- California, Geotechnical Engineer No. 2708
- Diplomate in Geotechnical Engineering No. 1169
- CFR 1910.120 OSHA 8-Hour Refresher Training
- CFR 1910.120 OSHA 40-Hour Training
- Nuclear Soil Density Gauge Certification

AREAS OF EXPERTISE

- Geotechnical Engineering
- Deep Foundations
- Water/Wastewater Treatment
- Educational Institutions
- Building Foundations
- Bridge Foundations

Relevant Experience

Montebello Unified School District, Schurr High School Track and Field Renovations, *Montebello, CA.* Project Manager. Performed material testing and special inspection and geotechnical observation and testing for the project, which included renovations to the track and field area and addition of bleachers and two restroom buildings. Converse's responsibilities consisted of the testing of soils and materials during construction, including aggregate base, concrete, masonry, asphalt, and steel.

City of Brea Fire Station No. 2, *Brea, CA*. Project Engineer. Conducted special inspection and material testing as well as geotechnical investigation during design and geotechnical observation and testing during construction.

City of Lake Forest, Civic Center and Serrano Summit Development, *Lake Forest, CA.* Project Manager. Provided management of materials testing and inspection for the project, which consisted of providing a third-party geotechnical field review and testing services during rough grading for the Lake Forest Civic Center & Serrano Summit Development projects.

Mount San Antonio College, Various Projects, *Walnut, CA.* Project Manager/Engineer. Dr. Sivathasan provided direction on various materials testing and inspection projects for Mt. SAC in neighboring Walnut.

State of California Department of Consumer Affairs

BOARD FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

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Kathiravetpilla Sivathasan

IS DULY LICENSED AS A

PROFESSIONAL ENGINEER

IN

CIVIL ENGINEERING

In The State of California, and Is Entitled To All The Rights and
Privileges Conferred In Said Code

WITNESS OUR HAND AND SEAL

Certificate No C 63185

This 25th day of January, 2002, at Sacramento, California.

BOARD FOR PROFESSIONAL
ENGINEERS AND LAND SURVEYORS

Cindi Christenson
Executive Officer

Vincent A. DiTomaso
President

EPRENG 5/31/99

THIS CERTIFICATE IS THE PROPERTY OF THE STATE OF CALIFORNIA AND IN THE EVENT OF ITS SUSPENSION, REVOCATION OR INVALIDATION FOR ANY REASON IT MUST UPON DEMAND BE RETURNED TO THE BOARD FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

State of California Department of Consumer Affairs

BOARD FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

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To The Provisions of Chapter 7, Division 3 of The Business and Professions Code

Kathiravetpilla Sivathasan

IS DULY AUTHORIZED TO USE THE TITLE

GEOTECHNICAL ENGINEER

In The State of California, and Is Entitled To All The Rights and
Privileges Conferred In Said Code

WITNESS OUR HAND AND SEAL

Certificate No GE 2708

This 20th day of January, 2006, at Sacramento, California.

BOARD FOR PROFESSIONAL
ENGINEERS AND LAND SURVEYORS

Cindi Christenson
Executive Officer

John W. Foley
President

EPRGE 7/31/02

THIS CERTIFICATE IS THE PROPERTY OF THE STATE OF CALIFORNIA AND IN THE EVENT OF ITS SUSPENSION, REVOCATION OR INVALIDATION FOR ANY REASON IT MUST UPON DEMAND BE RETURNED TO THE BOARD FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

Dean Stanphil, PE, GE, CEM

Principal Engineer

Mr. Stanphill has over 44 years of experience providing geotechnical engineering services for a wide variety of projects, including transportation, education, commercial, landfill, and public agency projects. He also has over five years of experience with regards to methane monitoring and biogas collection system design. His experience includes expert witness work regarding methane migration issues on several projects in both the United States and in Australia.

Relevant Experience

San Sevaine Trail, *San Bernardino County, CA.* Project Engineer. Provided fieldwork management and prepared paperwork and reports for the material testing and inspection and geotechnical observation.

San Jose State University Spartan Shops at MacQuarrie Hall, *San Jose, CA.* Engineer of Record during the material testing and inspection services provided to the new Spartan Shops. This project was the relocation of the Spartan Shops amenities from the Student Union to the MacQuarrie Hall Breezeway. Services included the inspection of concrete, steel and fireproofing, laboratory testing, and report.

Nevada Department of Transportation Contracts 2946 and 2955 (Four Projects), *Beatty, NV and Las Vegas, NV.* Engineer of Record during the construction observation and materials testing services on four projects. These included asphalt paving, aggregate base course, and subgrade preparation for 42 miles of U.S. Route 95 near Beatty and Amargosa Valley, Nevada. Four miles of Eastern Avenue and Sunset Road were subject to cold-milling and overlaying, and streetlight work at Sunset Road and Stephanie Street was performed.

Susanville State Prison Wastewater Treatment Plant Ponds, *Susanville, CA.* Project Engineer. Provided comprehensive geotechnical construction material testing services for the extensive series of infiltration ponds constructed for the prison. The challenges to be addressed included excavation stability and the suitability of fill materials.

Education

- MBA, California State University, San Bernardino, 1990
- BS, Civil Engineering, San Diego State University, 1983

Registrations/Certifications

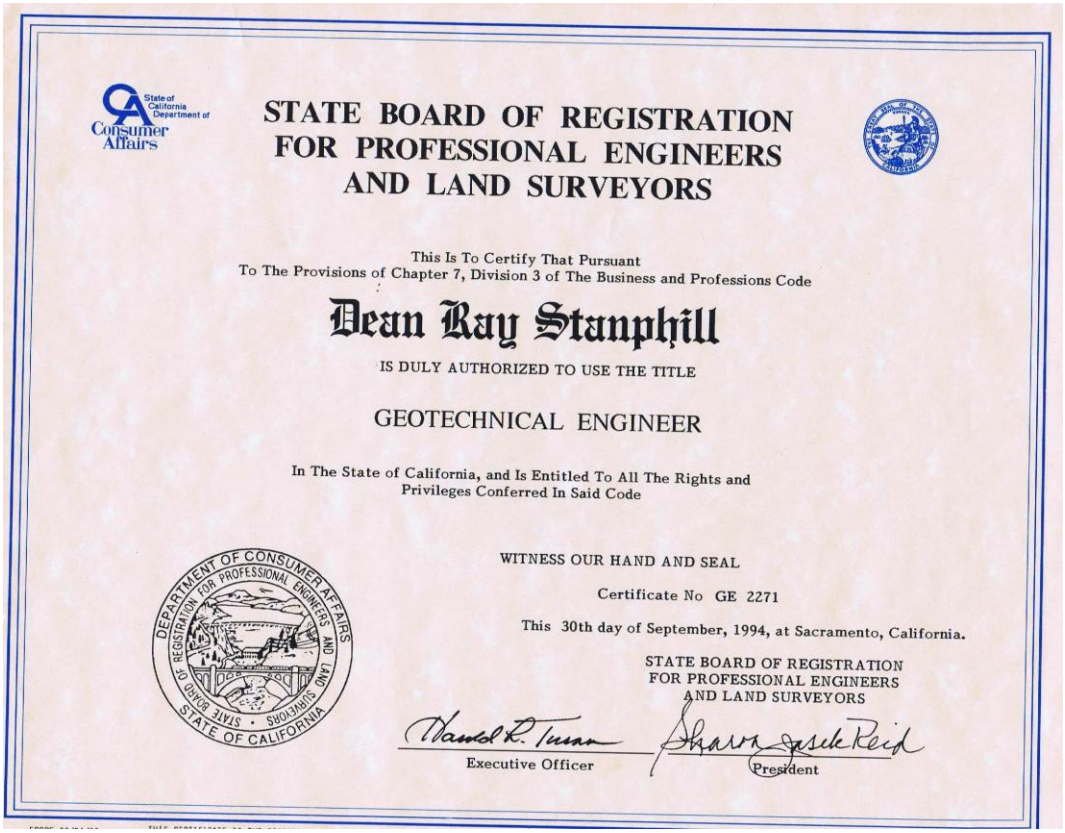
- California, Geotechnical Engineer, No. 2271
- California, Civil Engineer, No. 43612
- California, Environmental Assessor, No. 07476
- California, Qualified Stormwater Practitioner, No. 22010
- California, Qualified Stormwater Developer, No. 22010
- California, Qualified Industrial Stormwater Practitioner
- Nevada, Civil Engineer, No. 13546
- Pennsylvania, Civil Engineer, No. 070975
- Arizona, Civil Engineer, No. 39163
- Colorado, Civil Engineering, No. 37454
- North Carolina, Civil Engineer, No. 040447
- Florida, Civil Engineer, No. 82927
- Georgia, Civil Engineer, No. 41905
- Utah, Civil Engineer, No. 1048013-2202
- New Mexico, Civil Engineer, No. 16190
- Oregon, Geotechnical Engineer, No. 89124
- Nevada, Environmental Manager, No. 2410
- 40-Hour OSHA Training
- Nuclear Density Gauge Structural Steel and Welding – ICC
- Fireproofing – ICC
- Masonry ICC

Professional Memberships/ Affiliations

- American Council of Engineering Companies
- American Public Works Association
- American Society of Civil Engineers
- Associated Builders and Contractors
- American Institute Architects
- International Code Council

Areas of Expertise

- Geotechnical Engineering
- Street and Highway Pavements
- Bridges
- Pipelines
- Landfills
- Gas Mitigation
- Commercial Buildings
- Residential Development
- Commercial Development
- Parking Garages



State of California Department of Consumer Affairs

STATE BOARD OF REGISTRATION
FOR PROFESSIONAL ENGINEERS
AND LAND SURVEYORS

This Is To Certify That Pursuant
To The Provisions of Chapter 7, Division 3 of The Business and Professions Code

Dean Ray Stanphill

IS DULY AUTHORIZED TO USE THE TITLE

GEOTECHNICAL ENGINEER

In The State of California, and Is Entitled To All The Rights and
Privileges Conferred In Said Code

DEPARTMENT OF CONSUMER AFFAIRS · REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS · STATE BOARD OF CALIFORNIA

WITNESS OUR HAND AND SEAL

Certificate No GE 2271

This 30th day of September, 1994, at Sacramento, California.

STATE BOARD OF REGISTRATION
FOR PROFESSIONAL ENGINEERS
AND LAND SURVEYORS

Executive Officer

President

STATE OF CALIFORNIA
DEPARTMENT OF
Consumer Affairs

STATE BOARD OF REGISTRATION
FOR PROFESSIONAL ENGINEERS
AND LAND SURVEYORS

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IN

Civil Engineering

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DEPARTMENT OF CONSUMER AFFAIRS · STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS · STATE OF CALIFORNIA

WITNESS OUR HAND AND SEAL

CERTIFICATE 43612

THIS 20th DAY OF May 1988

STATE BOARD OF REGISTRATION
FOR PROFESSIONAL ENGINEERS
AND LAND SURVEYORS

EXECUTIVE OFFICER

PRESIDENT

THIS CERTIFICATE IS THE PROPERTY OF THE STATE OF CALIFORNIA AND IN THE EVENT OF ITS SUSPENSION, REVOCATION OR INVALIDATION FOR ANY REASON IT MUST UPON DEMAND BE RETURNED TO THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

87 473343

Ernesto (Sean) Castillo

Field Technician

Mr. Castillo has 15 years of experience as a soils technician both in the laboratory and in the field. He has experience on various public works projects, educational buildings, transportation projects, water and wastewater treatment plants, and others.

REGISTRATIONS/CERTIFICATIONS

- ACI Grade I Field Technician
- Nuclear Gauge Certified
- Caltrans 216 - Relative Compaction of Soils and Aggregates
- Caltrans 231 - Relative Compaction of Soils and Aggregates, Nuclear

Relevant Experience

City of Lancaster, Park and Ride Parking Lot Refurbishment Project, *Lancaster, CA.* Field Technician. The project included providing a Quality Assurance Plan (QAP) and materials testing services in support of construction for the PWCP 21-002 Park and Ride Parking Lot Refurbishment Project. Construction QAP and materials testing services include, but are not limited to, project management; contractor material submittals; sampling, testing, and inspection.

City of Pomona, New Playground and Amenities, CIP 428-71063, Civic Center Plaza, *Pomona*, *CA.* Field Technician. Converse provided as-needed geotechnical engineering and materials testing services for the city of Pomona's construction of a new playground and various associated recreational amenities at the Civic Center Plaza. Inspection covered soils, asphalt, concrete, masonry, and more.

City of Pomona, Garey Avenue Rehabilitation Aliso Street to Monterey Avenue City Project No. 428-68573, *Pomona*, *CA.* Field Technician. Converse provided as-needed geotechnical engineering and materials testing services for rehabilitation services performed at Garey Avenue – Aliso Street to Monterey Avenue. Field testing included soils sampling, concrete batch inspections, and rebar inspection.

UC Riverside Glen Mor 2 Student Housing, *Riverside, CA.* Field Technician. Provided materials testing and inspection services as well as geotechnical observation and testing. The project consisted of five 5-story resident apartment buildings totaling 334,400 square gross square feet, a residential student office building, community and food service emporium services, offices and support spaces, a conference facility and a 600-space parking structure. In addition, there will be enhancements to the adjacent arroyo, two bridges over the Arroyo between the proposed project and the existing Glen Mor 1 student housing complex, and a swimming pool.

Well 205 Groundwater Treatment Improvements Project, Santa Clarita Vally Water Agency, *Santa Clarita, CA.* Field Technician. The project included the construction of a perimeter wall, pavement, driveway, chemical building, Ion Exchange (IX) vessels, granular activated carbon vessels, a backwash tank, pump upgrades, drain line, water line, etc. Converse provided materials testing as well as geotechnical and specialty inspection services. Converse was also responsible for material and soil sampling, field analysis, and laboratory testing.

CALIFORNIA DEPARTMENT OF TRANSPORTATION

TL-0111: TECHNICIAN CERTIFICATION

In conformance with the Caltrans Independent Assurance (IA) Manual,
IA Staff presents this certificate to:

Sean Castillo

Technician ID: 01923

Certified test methods: **CT = Caltrans : AA = AASHTO : AS = ASTM : * JTCP Test Method**

Test Method	Obtained Date	Expiration Date	Associated Laboratory		Test Method	Obtained Date	Expiration Date	Associated Laboratory
CT 125 AGG	2025-07-03	2026-07-03	(No lab)		CT 125 HMA	2025-07-03	2026-07-03	(No lab)
CT 231	2025-07-03	2026-07-03	1		CT 375	2025-07-03	2026-07-03	(No lab)

(No Lab): Technician is not associated with a laboratory accredited to perform the test method identified.

Associated laboratories:

1: RSP #216, Converse Consultants, 717 South Myrtle Avenue, Monrovia

Jay Horton — IA Staff name

#158 — IA Number

Jay Horton — Signature

Date issued: 07/14/2025

Note: This certificate is valid provided that the technician complies with applicable requirements of the Caltrans Independent Assurance Manual. Please verify technician certifications and laboratory associations by visiting the SIAD website at https://sia.dot.ca.gov/

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Jose Navarrete

Field Technician

Mr. Navarrete has 17 years of experience in the fields of construction inspection and testing of soils. Mr. Navarrete has completed the basic CPN training course on Radiation Safety and use of Nuclear Gauges and holds multiple Caltrans certifications. He is responsible for performing laboratory testing of soils and is proficient in conducting various tests in accordance with ASTM Standards. Mr. Navarrete is efficient in performing batch plant inspections, pull tests, torque tests, slump tests, coring of asphalt and concrete, and rebar location using the pachometer.

REGISTRATIONS/CERTIFICATIONS

- Nuclear Gauge Certified
- Caltrans 231 - Relative Compaction - Nuclear Gauge
- Caltrans 504 - Air Content, Freshly Mixed Concrete, Pressure
- Caltrans 518 - Density of Fresh Concrete
- Caltrans 523.1 Sections B.1 and B.2
- Caltrans 539 - Sampling Freshly Mixed Concrete
- Caltrans 540 - PCC Cylinder Fabrication
- Caltrans 543 - Air Content of Freshly Mixed Concrete
- Caltrans 556 - Slump of Fresh Portland Cement Concrete
- Caltrans 557 - Temperature of Freshly Mixed Portland Cement Concrete

Relevant Experience

Mt. San Antonio College, Athletic Complex East (Stadium), *Walnut, CA.* Inspector/Field Technician. Converse performed materials testing and inspection services and geotechnical investigation and observation for the Athletic Complex East at Mt. San Antonio College. The stadium will become an ADA-compliant facility for the 2020 Olympic Track and Field Trails.

Orange County Water District Groundwater Replenishment System, *Fountain Valley, CA.* Field Technician. Provided testing and inspection services for this project, which consisted of modifying the OCWD Groundwater Replenishment System from 70 MGD to 100 MGD. The expansion required the construction of several new structures, including two 7.5 MG above-ground steel storage tanks, 1,000 linear feet of 54-inch diameter pipeline, 200 linear feet of 54-inch diameter pipeline, a UV facility for installation of two new UV trains, a decarbonation tower, a lime saturator, and other modifications and upgrades.

Orange County Sanitation District Brookhurst P2-66, Task 3, *Huntington Beach, CA.* Field Technician. Provided testing and inspection services for this project, which involved the P2-66 headworks replacement within the OCSD's Plant No. 2 sewage treatment facility. The project consisted of the construction of several new structures to replace the existing Headwork "C" at the location of the existing sludge drying beds.

South Region Middle School #2, Los Angeles Unified School District, *Los Angeles, CA.* Field Technician. Provided testing of soil-compaction testing of subgrade, backfill utility trenches, and footing verification. Also performed pull test and torque test on field material such as anchor bolts, rebar, and ceiling splay wires.

Central Region 19, Los Angeles Unified School District, *Los Angeles, CA.* Field Technician. Provided testing of soil-compaction testing of subgrade, backfill utility trenches, and footing verification. Also performed pull test and torque test on field material such as anchor bolts, rebar, and ceiling splay wires.

CALIFORNIA DEPARTMENT OF TRANSPORTATION

TL-0111: TECHNICIAN CERTIFICATION

In conformance with the Caltrans Independent Assurance (IA) Manual,
IA Staff presents this certificate to:

Jose Navarrete

Technician ID: 01917

Certified test methods: **CT = Caltrans : AA = AASHTO : AS = ASTM : * JTCP Test Method**

Test Method	Obtained Date	Expiration Date	Associated Laboratory		Test Method	Obtained Date	Expiration Date	Associated Laboratory
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CT 231	2025-07-03	2027-07-03	1		CT 375	2025-07-03	2026-07-03	(No lab)
CT 504 *	2022-03-25	2027-03-25	1		CT 518 *	2022-03-25	2027-03-25	1
CT 523.1 Section B.1 & B.2*	2022-03-25	2027-03-25	1		CT 539 *	2022-03-25	2027-03-25	1
CT 540 *	2022-03-25	2027-03-25	1		CT 543 *	2022-03-25	2027-03-25	1
CT 556 *	2022-03-25	2027-03-25	1		CT 557 *	2022-03-25	2027-03-25	1

(No Lab): Technician is not associated with a laboratory accredited to perform the test method identified.

Associated laboratories:

1: RSP #216, Converse Consultants, 717 South Myrtle Avenue, Monrovia

Jay Horton — IA Staff name
#158 — IA Number
Jay Horton — Signature
Date issued: 08/06/2025

Note: This certificate is valid provided that the technician complies with applicable requirements of the Caltrans Independent Assurance Manual. Please verify technician certifications and laboratory associations by visiting the SIAD website at https://sia.dot.ca.gov/

Page 1/1

Converse Consultants

Geotechnical Engineering & Consulting, Environmental & Groundwater Science, Materials Testing & Inspection Services

May 6, 2026

City of Montebello
Attn: Ms. Vanessa Ramos, Administrative Manager
1600 W. Beverly Boulevard
Montebello, CA 90640

RE: **COST PROPOSAL IN RESPONSE TO RFQUAL NO. 26-04 MATERIALS TESTING & SPECIAL INSPECTION SERVICES**
Montebello, Los Angeles County, California
Converse Project Number: 26-31-174-00

Ms. Ramos,

THE CONVERSE PROFESSIONAL GROUP, dba Converse Consultants (Converse), appreciates the opportunity to share our cost proposal with the City of Montebello for the Materials Testing and Special Inspection Services opportunity (in response to RFQual No. 26-04). Our cost proposal includes Converse's billable hourly rate sheet/schedule.

As Converse's President, I am authorized to act on behalf of the firm and bind it contractually. As with the Statement of Qualifications, this Fee Proposal will remain valid for 90 days from the submission deadline.

Regards,

CONVERSE CONSULTANTS

Siva Sivathasan, PhD, PE, GE
President / Principal Engineer

Introduction
It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This fee schedule is valid through the life of the contract.

Hourly Charges for Personnel
Staff assignments will depend on personnel availability, job complexity, project site location, and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

Field Technical Services (hourly rate including vehicle and equipment)

Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing; includes concrete batch plant and local steel fabrication inspections)	$156
DSA Masonry Inspector	156
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant, skidmore, pull testing, torque testing, Schmidt hammer, and pachometer)	161
Coating Inspector/Coring Technician	161
Soils Technician (soil, base, asphalt concrete, and moisture emission testing)	156
Sample Pick-Up	60

Professional Services (consultation for field and office, if requested)

Staff Professional	$156
Senior Staff Professional	161
Project Professional	170
Project Manager	180
Senior Professional	185
Principal Professional	225
Principal Consultant	235

Laboratory Testing

Laboratory Technician (see Geotechnical Laboratory Testing and Materials Testing Services fee schedules.)	Per Test
Laboratory Supervisor	$100

Office Support

Clerical/Word Processing	$95
Drafting	95
CAD Operator/Drafting Manager	100

Overtime and special shift rates for Field Services personnel are determined in accordance with Prevailing Wage law. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

Expenses
1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent.
2. Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living 50 miles away from the project site are charged at cost plus fifteen percent.
3. Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at the current IRS milage rate per mile for company-owned vehicles traveling between principal office and project.
4. Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, bonds, outside printing services, tests, etc.) are charged at cost plus fifteen percent.

Invoices
1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.
2. Payment is due upon presentation of invoice and is past-due thirty days from invoice date. In the event Client fails to make any payment to Converse when due, Converse may immediately cease work hereunder until said payment, together with a service charge at the rate of eighteen percent per annum (but not exceeding the maximum allowed by law) from the due date, has been received. Further, Converse may at its sole option and discretion refuse to perform any further work irrespective of payment from Client in the event Client fails to pay Converse for services when said payments are due.
3. Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.

General Conditions
The terms and provisions of the Converse General Conditions are incorporated into this fee schedule as though set forth in full. If a copy of the General Conditions does not accompany this fee schedule, Client should request a copy from this office.

CONVERSE CONSULTANTS
Schedule of Fees – Geotechnical Laboratory Testing

Compensation for laboratory testing services will be made in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. The rates are based on non-contaminated soil. A surcharge will be charged for handling contaminated material, which will be determined based on the project. This fee schedule is valid through the life of the contract.

IDENTIFICATION AND INDEX PROPERTIES TESTS

Visual Classification, ASTM D2488	20.00
Engineering Classification, ASTM D2487	25.00
Moisture Content and Dry (bulk) Density, ASTM D2216 and D2937	25.00
Moisture Content, ASTM D2216	20.00
Shrinkage Limit, ASTM D4943	85.00
Atterberg Limits, ASTM D4318	
Several points	150.00
One Point	50.00
Particle Size Analysis, ASTM D6913	
Fine Sieve, from +#200 to #4	100.00
Coarse and Fine Sieve, from #200 to 3 in	180.00
Hydrometer	120.00
Percent Passing #200 Sieve, ASTM D1140	80.00
Specific Gravity	
Fine, passing #4 sieve, ASTM D854	100.00
Coarse, retained on #4 sieve, ASTM C127	100.00
Sand Equivalent Test, ASTM D2419	130.00
Double Hydrometer Dispersion, ASTM D4221	150.00

COMPACTION AND BEARING STRENGTH

Standard Proctor Compaction, ASTM D698 or ASTM D1557	
Method A or B	210.00
Method C, 6” mold	220.00
California Impact Method, Caltrans 216	220.00
R-value, ASTM D2844 and CTM301	280.00
California Bearing Ratio (CBR), ASTM D1883	
1 Point	550.00
3 Points	750.00
Relative Density	
0.1 Cubic Foot Mold	200.00
0.5 Cubic Foot Mold	300.00

SHEAR STRENGTH

Torvane/Pocket Penetrometer	25.00
Direct Shear	
Quick Test	75.00
Consolidated, Drained, granular soil, ASTM D3080	230.00
Consolidated, Drained, fine grained soil, ASTM D3080	260.00
Consolidated, Undrained, fine grained soil	230.00
Residual Strength, per cycle	70.00
Remolded Specimens	70.00

STATIC UNIAXIAL AND TRIAXIAL STRENGTH TESTS (PER POINT)

Unconfined Compression, ASTM D2166	150.00
Unconsolidated, Undrained, ASTM D2850	160.00
Consolidated, Undrained, per point	700.00
Consolidated, Drained, per point	700.00
With Pore Pressure Measurement, per load	150.00
Remolded Specimen	90.00

CONSOLIDATION (ASTM2435) AND SWELL COLLAPSE (ASTM D4546) TESTS

8 Load Increments	260.00
Additional Load Increment	50.00
Time-Ratio, per load increment	90.00
Single Point, collapse test	90.00
Single Load Swell, ASTM D4546	
Ring Sample, Field Moisture	95.00
Ring Sample, Air Dried	95.00
Remolded Sample	70.00
Expansion Index Test, UBC 29-2/ASTM D4829	140.00

HYDRAULIC CONDUCTIVITY TESTS

Constant Head, ASTM D2434	250.00
Falling Head Flexible Wall, ASTM D5084	300.00
Triaxial Permeability, EPA 9100	350.00
Remolded Specimen	60.00

CHEMICAL TESTS

Corrosivity (pH, resistivity, sulfates, chlorides)	225.00
Organic Content, ASTM D2974	100.00

Conditions: Unit rates presented on this fee schedule are for routinely performed geotechnical laboratory tests. Numerous other earth material physical tests can be performed in our geotechnical laboratories, including rock core, soil cement and soil lime mixture tests. Tests not listed can be quoted upon request. This fee schedule is valid through December 31, 2026.

Prices are based on the assumption that samples are uncontaminated and do not contain heavy metals, acids, carcinogens and/or volatile organics which can be measured by an organic vapor analyzer or photoionization detector with a concentration greater than 50 parts-per-million (ppm). Quoted testing fees are based on the assumption that no protective clothing will be required to handle samples. If Level D protective clothing will be required during handling of samples (as defined in Federal CFR Part 1910.120), then a 40% increase in fees presented in this schedule will be applied. Level C protective clothing will be a 60% increase in fees. Converse will not handle samples that require either Level B or Level A protection in our geotechnical laboratories. Contaminated samples will be returned to the client. Uncontaminated samples will be disposed of 30 days after presentation of test results. The client must disclose the source of samples. Samples imported from out of state will be incinerated after testing in accordance with requirements of the United States Department of Agriculture. Soil samples obtained within the State of California currently designated quarantine areas will also be incinerated in accordance with the requirement of the State of California, Department of Food and Agriculture, Division of Plant Industry, Pest Exclusion. A $5.00 incineration fee will be added to each sample that is required to be incinerated in accordance with State and Federal law.

Test results requiring plots will be presented in a publishable format generated from computer programs. Otherwise, raw test numbers will be presented. A minimum laboratory fee of $50.00 will be charged to present and mail test results. Beyond the standard U.S. Mail delivery, specialized transmittal will be charged at additional cost (e.g., Federal Express, UPS, etc.). Geotechnical testing does not include engineering and/or geologic review and analysis. Typical turnaround for geotechnical laboratory testing is two weeks (or roughly ten working days). To expedite test turnaround to five working days, a 50% increase in the fees in this schedule will be applied. Many geotechnical tests require at least one week to perform in accordance with ASTM or other standard specifications. Fees presented in this schedule for relatively undisturbed direct shear, consolidation or expansion pressure tests are based on the assumption that 2.416-inch inside diameter brass ring samples will be provided to the geotechnical laboratory for testing. Remolded specimens will be compacted in standard 2.5-inch outside diameter brass rings for direct shear, consolidation and expansion pressure tests. All fees presented in this schedule are based on the assumption that the client will deliver samples to our laboratory at no additional cost to Converse.

Invoices will be issued monthly and are payable on receipt unless otherwise agreed upon. Interest of 1.5% per month (but not exceeding the maximum allowed by law) will be payable on any amount not paid within thirty days; payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. The Client shall pay any attorneys' fees or other costs incurred in collecting any delinquent amounts.

Compensation for laboratory testing services will be based on rates in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. Our services will be performed in accordance with the General Conditions. This fee schedule is valid through the life of the contract.

AGGREGATES
Moisture Content, ASTM D2216 ..... 25.00
Particle Size Analysis
Coarse, ASTM C136, each..... 120.00
Coarse and Fine, ASTM C136 & C137), each..... 180.00
Specific Gravity & Absorption
Coarse Aggregate, ASTM C127 ..... 115.00
Fine Aggregate, ASTM C128 ..... 175.00
Unit Weight per Cubic Foot, ASTM C29 ..... 75.00
Soundness, Sodium or Magnesium, ASTM C88, each..... 550.00
Potential Alkali Reactivity, ASTM D289 ..... 700.00
Freeze Thaw Soundness..... 175.00
Los Angeles Abrasion, per class, ASTM C131, C535..... 375.00
Sand Equivalent, ASTM D2419..... 180.00
Lightweight Particles, ASTM C123, each..... 300.00
Clay Lumps & Friable Particles, ASTM C142, each..... 290.00
Stripping Test, ASTM D1664, each 85.00
Organic Impurities, ASTM C40..... 140.00
Durability ..... By Quote

CONCRETE TESTS
Laboratory Trial Batch, ASTM C192 ..... By Quote
Laboratory Mix Design, Historical Data..... By Quote
Compression Test, 6”x12” Cylinder, ASTM C39, each..... 55.00
Lightweight Concrete
Compression 55.00
Unit Weight..... 55.00
Specimen Preparation, Trimming or Coring, each 75.00
Bond Strength, ASTM C321
Prepared by Converse..... 250.00
Prepared by Others 150.00
Core Compression Test, ASTM C12, each 120.00
Flexure Test, 6”x6” Beams, ASTM C78, each..... 130.00
Modulus of Elasticity, Static, ASTM C469, each 275.00
Length Change, ASTM C157, 3 bars, 5 readings each, up to 26 days..... 550.00
Splitting Tensile, 6”x12” Cylinders, each..... 110.00
Field Concrete Control (sampling, slump, temperature, cast 4 cylinders, molds, cylinder pick-up, within 10 miles of office, stand-by extra), ASTM/UBC, hourly rate schedule, or each cylinder..... 95.00
Field Concrete Control (same as above plus air content test), ASTM/UBC, each cylinder..... 95.00
Hold Cylinder 10.00
Cylinder Mold, sent to job site but not cast by Converse or returned to Converse..... 7.00

MASONRY (ASTM C140, E447, UBC STANDARD 24-22)
Moisture Content, as received, each..... 105.00
Absorption, each..... 85.00
Compression, each..... 85.00
Shrinkage, ASTM C426, each 250.00
Net Area and Volume, each..... 30.00
Masonry Blocks, per set of 9..... 1,500.00
Masonry Core Compression, each..... 125.00
Masonry Core Shear, each..... 245.00
Masonry Core Trimming, each..... 150.00
Compression Test, grouted prisms, 8”x8”x16”, each..... 300.00
Compression Test, grouted prisms, 12”x16”x16”, each..... 425.00
Compression Test
2”x4” Mortar Cylinder, each 55.00
3”x6” Grout Prisms, each..... 55.00
2” Cubes, ASTM C109, each..... 55.00
Cast by Others..... 55.00
Mortar or Grout Mix Designs..... By Quote

FIREPROOFING TESTS
Oven Dry Density, per sample 80.00

MOISTURE EMISSION TEST
Moisture Emission Test Kit.....85.00

ASPHALTIC CONCRETE
Stability, Flow, and Unit Weight, ASTM D6927 .....500.00
Marshall ASTM D1559, ASTM D2726.....450.00
Measured Maximum Specific Gravity of Mix, ASTM D2041, Rice Method, each 350.00
Void Analysis of Cores or Marshall Specimens, Calculations Only, ASTM D3203, set of 2 or 3.....60.00
Laboratory Mixing of Asphalt & Concrete, per sample.....75.00
Complete Asphalt Concrete Mix Design
Hveem or Marshall .....By Quote
Extraction of Asphalt and Gradation, ASTM D2172, Method B, or California 310, including ash correction, each 455.00
Extraction of Rubberized Asphalt & Gradation, each.....350.00
Specific Gravity, ASTM D2726 or ASTM D1188
Uncoated.....95.00
Coated.....125.00
Immersion-Compression 650.00
Particle Coating, ASTM D2489 .....95.00
Stripping, ASTM D1664 .....85.00
Moisture or Volatile Distillates in Paving Mixtures, or Materials Containing Petroleum Products or By-Products.....350.00
Retained Strength, ASTM D1074/D1075, 6 specimens.....By Quote
Retained Stability, Mil, Std, 520A, Method 104, 6 specimens .....By Quote
CBR, ASTM D1883, including M/D Curve, 1 point 400.00
Asphalt Temperature.....20.00

STRUCTURAL STEEL
Tensile Test #9 Bar or Smaller, each 65.00
Bend Test #9 Bar or Smaller, each 65.00
Tensile Test #10 Bar or Greater, each 300.00
Tensile Test #14 Bar, each 330.00
Rebar Coupler Tensile Test 160.00
Tensile Test, Welded #9 Bar or Smaller, each 160.00
Tensile Test, Welded #10 Bar or Greater, each 300.00
Tensile Test, Welded #14 Bar, each 330.00
Tensile Test, Mechanically Spliced, #9 Bar or Smaller, each 210.00
Tensile Test, Mechanically Spliced, #10 Bar or Greater, each 350.00

HIGH STRENGTH BOLT, NUT, AND WASHER TESTING
Wedge Tensile Test, A490 Bolts
Under 100,000 lbs., each 130.00
Over 100,000 lbs., each 140.00
Wedge Tensile Test, A325 Bolts
Under 100,000 lbs., each 160.00
Tensile Test, Anchor Bolts, tested with displacement transducers, each.....300.00
Nut Hardness, Proof & Cone Proof Load Test, each.....65.00
Washer Hardness, each.....55.00
A325 or A490, Bolt Hardness Only, each.....55.00
Bolt A325 or A490 Wedge Tensile
Under 100,000 lbs. & Hardness, each.....240.00
Over 100,000 lbs. & Hardness, each.....280.00
Bolt, Nut & Washer, all tests per set with bolts
Under 100,000 lbs. 400.00
Over 100,000 lbs. 500.00

See *Schedule of Fees – Geotechnical Laboratory Testing* for soil testing. Hourly rates are available upon request. Field Laboratory rates are available upon request. Listed unit rates are based upon the assumption that samples will be delivered to our laboratory at no cost to Converse.

EXHIBIT 'C'

LAPM EXHIBIT 10-R, Appendices A and E

Exhibit 10-R: A&E BOILERPLATE AGREEMENT LANGUAGE

(For Local Assistance Federal-Aid Projects)

NOTE TO LOCAL AGENCY - BE SURE THAT YOUR LEGAL STAFF REVIEWS AND APPROVES ALL CONSULTANT CONTRACTS BEFORE EXECUTION. THIS AGREEMENT LANGUAGE IS RECOMMENDED LANGUAGE, EXCEPT ARTICLE XXXII TITLE VI ASSURANCES (APPENDICES A AND E MUST BE PHYSICALLY INCLUDED, UNMODIFIED, IN ANY FEDERAL-AID CONTRACT AND APPENDICES B-D MUST BE PHYSCIALLY INCLUDED, UNMODIFIED, IN ANY FEDERAL-AID CONTRACT INVOLVING RIGHT OF WAY ACQUISITION). MODIFY AS RECOMMENDED BY YOUR OWN LEGAL STAFF AND TO FIT YOUR PARTICULAR REQUIREMENTS AND PROJECT.

THE FISCAL AND FEDERAL PROVISIONS ARE REQUIRED IN ALL FEDERALLY FUNDED CONTRACTS. THE ORIGINAL INTENT OF THE ARTICLE SHALL REMAIN, IF MODIFIED BY YOUR LEGAL STAFF.

THIS EXHIBIT CONTAINS FISCAL REQUIREMENTS FROM 2 CFR 200 AND IS TO BE USED FOR STATE-ONLY FUNDED CONTRACTS AS WELL.

[*Note: italic text within brackets throughout the Articles is intended for instructional purposes only*]

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ARTICLE I INTRODUCTION

A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:
(NAME OF CONSULTANT)

Incorporated in the State of (NAME OF STATE)
The Project Manager for the "CONSULTANT" will be (NAME)
The name of the "LOCAL AGENCY" is as follows:
(NAME)

The Contract Administrator for LOCAL AGENCY will be (NAME)

B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated (DATE). The approved CONSULTANT's Cost Proposal is attached hereto (Attachment #) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.

D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of LOCAL AGENCY.

E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.

F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against LOCAL AGNECY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from LOCAL AGENCY under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.

H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.

I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

[*Choose either Option 1 or Option 2*]

[*Option 1 - Use paragraphs A & B below for standard AGREEMENTs*]

A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if 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.

B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

[*Option 2 - Use paragraphs A & B below for on-call AGREEMENTs]*

A. 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 LOCAL AGENCY's Contract Administrator or Project Coordinator to determine, if 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.

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

ARTICLE III STATEMENT OF WORK

[*Insert Appropriate Statement of work including a Description of the Deliverables in the following sections. If a section does not apply to the AGREEMENT, state "Not Applicable to this AGREEMENT."*]

A. CONSULTANT Services
[*Detail based on the services to be furnished should be provided by CONSULTANT. Nature and extent should be verified in the negotiations to make precise statements to eliminate subsequent*

uncertainties and misunderstandings. Reference to the appropriate standards for design or other standards for work performance stipulated in CONSULTANT AGREEMENT should be included. Describe acceptance criteria, and if the responsible CONSULTANT/engineer shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the AGREEMENT including registration number.

Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact, or the Caltrans District Director signs the Record of Decision (see LAPM Chapter 6: Environmental Procedures, and the Standard Environmental Reference).]

B. Right of Way
[*State whether Right of Way requirements are to be determined and shown by CONSULTANT, whether land surveys and computations with metes and bounds descriptions are to be made, and whether Right of Way parcel maps are to be furnished.*]

C. Surveys
[*State whether or not the CONSULTANT has the responsibility for performing preliminary or construction surveys.*]

D. Subsurface Investigations
[*State specifically whether or not CONSULTANT has responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONSULTANT, appropriate provisions are to be incorporated. Archaeological testing and data recovery guidance can be found in the Standard Environmental Reference.*]

E. Local Agency Obligations
All data applicable to the project and in possession of LOCAL AGENCY, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

F. Conferences, Site Visits, Inspection of Work
This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the LOCAL AGENCY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

G. Checking Shop Drawings
[*For AGREEMENTs requiring the preparation of construction drawings, make provision for checking shop drawings. Payment for checking shop drawings by CONSULTANT may be included in the AGREEMENT fee, or provision may be made for separate payment.*]

H. CONSULTANT Services During Construction
The extent, if any of CONSULTANT's services during the course of construction as material testing, construction surveys. etc., are specified in the AGREEMENT together with the method of payment for such services.

I. Documentation and Schedules
AGREEMENTs where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

J. Deliverables and Number of Copies
The number of copies or documents to be furnished, such as reports, brochures, sets of plans, specifications, or Right of Way parcel maps shall be specified. Provision may be made for payment for additional copies.

ARTICLE IV PERFORMANCE PERIOD

[*A time must be set for beginning and ending the work under the AGREEMENT. The time allowed for performing the work is specified; it should be reasonable for the kind and amount of services contemplated; and it is written into the AGREEMENT. If it is desirable that Critical Path Method (CPM) networks, or other types of schedules be prepared by CONSULTANT, they should be identified and incorporated into the AGREEMENT.*]

A. This AGREEMENT shall go into effect on (DATE), contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on (DATE), unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

[*Use paragraph C below in addition to paragraphs A & B above for on-call AGREEMENTs. On-call AGREEMENTs shall be 5 years maximum.*]

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

[*Choose either Option 1, 2, 3, or 4*]

[*Option 1 - Use paragraphs A through J below for Cost-Plus-Fixed Fee Agreements*]

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of $(AMOUNT). The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.

H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed $(Amount).

J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

[*Option 2 - For Cost per Unit of Work Agreements, replace paragraphs A & B of Option 1 with the following paragraphs A, B, and C and re-letter the remaining paragraphs. Adjust as necessary for work specific to your project*].

A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.

B. The specified rate to be paid for vehicle expense for CONSULTANT's field personnel shall be $(Amount) per approved Cost Proposal. This rate shall be for fully equipped vehicle(s) specified in

Article III Statement of Work, as applicable. The specified rate to be paid for equipment shall be, as listed in the approved Cost Proposal.

C. The method of payment for this AGREEMENT, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY approved overhead rate set forth in the approved Cost Proposal. In the event, LOCAL AGENCY determines that changed work from that specified in the approved Cost Proposal and AGREEMENT is required; the actual costs reimbursable by LOCAL AGENCY may be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," of this article shall not be exceeded unless authorized by AGREEMENT amendment.

[*Option 3 - Use paragraphs A through P for Specific Rates of Compensation Agreements (such as on-call Agreements). This payment method shall only be used when it is not possible at the time of procurement to estimate the extent or duration of the work or to estimate costs with any reasonable degree of accuracy. The specific rates of compensation payment method should be limited to AGREEMENTs or components of AGREEMENTs for specialized or support type services where the CONSULTANT is not in direct control of the number of hours worked, such as construction engineering and inspection.*]

A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate.

B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.

C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.

D. After a project to be performed under this AGREEMENT is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.

E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal.

CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

F. [*Local Agency to include either (a) or (b) below; delete the other one*]

(a) Reimbursement for transportation and subsistence costs shall not exceed State rates.

(b) Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. CONSULTANT will be responsible for transportation and subsistence costs in excess of State rates.

G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.

I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.

J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.

K. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(NAME OF LOCAL AGENCY/ NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.

M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.

N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

O. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.

P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this AGREEMENT shall not exceed $ (Amount). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

[*Option 4 - Use paragraphs A through E below for lump sum agreements.*

A. The method of payment for this AGREEMENT will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article III Statement of Work. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by AGREEMENT amendment and approved by LOCAL AGENCY.

B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.

C. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.

D. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice must be submitted within sixty (60) calendar days after completion of CONSULTANT's work unless a later date is approved by the LOCAL AGENCY. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

E. The total amount payable by LOCAL AGENCY shall not exceed $(Amount).

ARTICLE VI TERMINATION

A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by LOCAL AGENCY by virtue of any breach of this AGREEMENT by CONSULTANT, and LOCAL AGENCY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due LOCAL AGENCY from CONSULTANT is determined.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII 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 LOCAL AGENCY.

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.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY 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. LOCAL AGENCY, 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.

ARTICLE IX AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

   1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

~~D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.~~

D. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

E. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. ~~This clause applies to both DBE and non-DBE subconsultants.~~

CONSULTANT must submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

F. Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

[*Choose either Method 1, Method 2, or Method 3 below and delete the other two.*]

Method 1: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Method 2: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Method 3: The LOCAL AGENCY shall hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY of the contract work and pay retainage to CONSULTANT based on these acceptances. CONSULTANT or subconsultant shall return all monies withheld in retention from all subconsultants within 15 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the LOCAL AGENCY. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT; deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

   1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the

equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov**.**

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

    a. The information contained in the payroll record is true and correct.

    b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all

reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in

violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the CONSULTANT fails to comply with all of the following requirements:

    a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

    b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

    c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

    d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants 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 forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.

B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

[*Include this article in all AGREEMENTs where federal funding will exceed ~~$150,000~~ $100,000. If less than ~~$150,000~~ $100,000 in federal funds will be expended on the AGREEMENT, delete this article and re-number the subsequent articles.*]

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

   1. No State, Federal, or LOCAL AGENCY 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.

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

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.

ARTICLE XVI 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 §11102.

B. During the performance of this AGREEMENT, 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. CONSULTANT and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. 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 LOCAL AGENCY 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. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY 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 LOCAL AGENCY shall require to ascertain compliance with this clause.

E. 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. 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. 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 LOCAL AGENCY components of the DBE Program Plan, 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.~~

ARTICLE XVII 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:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
4. 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.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) ~~PARTICIPATION~~

A. CONSULTANT, ~~subrecipient (LOCAL AGENCY),~~ or subconsultant, shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). ~~To ensure equal participation of DBEs provided in 49 CFR 26.5, the LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.~~

~~CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: https://caltrans.dbesystem.com/.~~

~~All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:~~

- ~~100 percent counts if the materials or supplies are obtained from a DBE manufacturer.~~
- ~~60 percent counts if the materials or supplies are purchased from a DBE regular dealer.~~
- ~~Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."~~

~~This AGREEMENT is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTs who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.~~

~~B. The goal for DBE participation for this AGREEMENT is _____%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10-O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.~~

~~C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.~~

~~D. Contract Assurance~~

In accordance with 49 CFR 26.13(b):

CONSULTANT, ~~subrecipient~~ or subconsultant, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT 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 LOCAL AGENCY deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions; and/or

(3) Disqualifying CONSULTANT from future proposing as non-responsible

~~E. Termination and Replacement of DBE Subconsultants~~

~~CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.~~

~~Termination of DBE Subconsultants~~

~~After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the LOCAL AGENCY:~~

~~1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.~~

2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the LOCAL AGENCY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and the LOCAL AGENCY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.
3. Submit CONSULTANT's DBE termination request by written letter to the LOCAL AGENCY and include:
    - One or more above listed justifiable reasons along with supporting documentation.
    - CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
    - The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

Replacement of DBE Subconsultants

After receiving the LOCAL AGENCY's written authorization of DBE termination request, CONSULTANT must obtain the LOCAL AGENCY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

~~The following procedures shall be followed to request authorization to replace a DBE firm:~~

1. ~~Submit a request to replace a DBE with other forces or material sources in writing to the LOCAL AGENCY which must include:~~
   a. ~~Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.~~
   b. ~~The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:~~
      - ~~Description of scope of work and cost proposal~~
      - ~~Proposed subcontract agreement and written confirmation of agreement to perform on the Contract~~
      - ~~Revised Exhibit 10-O2: Consultant Contract DBE Commitment~~
2. ~~If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFEs to use DBE replacement firms within seven (7) days of LOCAL AGENCY's authorization to terminate the DBE. CONSULTANT may request the LOCAL AGENCY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:~~
   - ~~Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment~~
   - ~~Solicitations of DBEs for performance of work identified~~
   - ~~Correspondence with interested DBEs that may have included contract details and requirements~~
   - ~~Negotiation efforts with DBEs that reflect why an agreement was not reached~~
   - ~~If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive~~
   - ~~Copies of each DBE's and non-DBE's price quotes for work identified, as the LOCAL AGENCY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher~~
   - ~~Additional documentation that supports CONSULTANT's GFE~~

~~The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.~~

~~F. Commitment and Utilization~~

~~The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.~~

~~The LOCAL AGENCY shall request CONSULTANT to:~~

1. ~~Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation~~
2. ~~Provide this notification before starting the affected work~~

3. Maintain records including:
   - Name and business address of each 1st -tier subconsultant
   - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
   - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.
If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold $10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the LOCAL AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders

- ~~Bills of lading~~
- ~~Invoices~~
- ~~Proof of payment~~

~~CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the LOCAL AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three months of work.~~

~~CONSULTANT must notify the LOCAL AGENCY immediately if they believe the DBE may not be performing a CUF.~~

~~The LOCAL AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional LOCAL AGENCY evaluations. The LOCAL AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The LOCAL AGENCY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the LOCAL AGENCY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the LOCAL AGENCY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.~~

~~CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of LOCAL AGENCY's request such as:~~

- ~~Proof of ownership or lease and rental agreements for equipment~~
- ~~Tax records~~
- ~~Employee rosters~~
- ~~Certified payroll records~~
- ~~Inventory rosters~~

~~Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.~~

~~If CONSULTANT and/or the LOCAL AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. LOCAL AGENCY may deny payment for the noncompliant portion of the work. LOCAL AGENCY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. LOCAL AGENCY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the LOCAL AGENCY's approval. The LOCAL AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.~~

~~If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.~~

~~H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.~~

~~I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.~~

~~J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.~~

~~K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.~~

~~L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.~~

~~For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.~~

~~M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.~~

ARTICLE XIX INSURANCE

[*Choose either Option 1 or Option 2*]

[*Option 1 - for AGREEMENT with a scope of services that may require the CONSULTANT or subconsultant to work within the operating state or Local Agency Highway Right of Way; where there would be exposure to public traffic or construction operations.*]

A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars ($1,000,000) per occurrence.

B. The Certificate of Insurance will provide:

1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to LOCAL AGENCY.
2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

[*Option 2 - for AGREEMENTs with a scope of services that will not require the CONSULTANT or subconsultant to work within the operating state or Local Agency Highway Right of Way where there would be exposure to public traffic or construction CONSULTANT operations*.]

CONSULTANT is not required to show evidence of general comprehensive liability insurance.

ARTICLE XX FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.

C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

[*Choose either Option 1 or Option 2*]

[*Option 1 - Use paragraphs A through C below for all AGREEMENTs without PS&E submittal*]

A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and [*Insert Department Head or Official*], who may consider written or verbal information submitted by CONSULTANT.

B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

[*Option 2 - Replace Paragraph B, above, with the following for AGREEMENTs requiring the submission of PS&E*]

B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

[*Add the following paragraph to all AGREEMENTs, which may require trenching of five feet or deeper*]

D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXVI OWNERSHIP OF DATA

A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of LOCAL AGENCY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, LOCAL AGENCY shall be entitled to, and CONSULTANT shall deliver to LOCAL AGENCY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to LOCAL AGENCY which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by LOCAL AGENCY.

B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of LOCAL AGENCY without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by LOCAL AGENCY for another project or project location shall be at LOCAL AGENCY's sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR

A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

[*For PS&E contracts add paragraph F, below, to paragraphs A through E, above*]

F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of LOCAL AGENCY or except by court order. If

CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, LOCAL AGENCY has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, LOCAL AGENCY's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

~~ARTICLE XXXI PROMPT PAYMENT~~

~~A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONSULTANT~~

~~The LOCAL AGENCY shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the LOCAL AGENCY shall act in accordance with both of the following:~~

~~(1) The LOCAL AGENCY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.~~

~~(2) The LOCAL AGENCY must return any payment request deemed improper by the LOCAL AGENCY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.~~

~~B. PROMPT PAYMENT CERTIFICATION~~

~~For projects awarded on or after September 1, 2023: the~~ CONSULTANT must ~~now~~ submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

ARTICLE XXXI TITLE VI ASSURANCES

APPENDICES A - E of the TITLE VI ASSURANCES

[*The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if appliable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.*

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a LOCAL AGENCY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the LOCAL AGENCY with other parties:

a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.]

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives.

Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

   i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

   ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does

hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C
CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

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).

ARTICLE XXXII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

(CONSULTANT)

(NAME) ,Project Manager

(ADDRESS)

LOCAL AGENCY:

(LOCAL AGENCY)

(NAME) , Contract Administrator

(ADDRESS)

ARTICLE XXXIII CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXIV SIGNATURES

(Name of LOCAL AGENCY)	(Name of CONSULTANT)
(Signature)	(Signature)
(Name of Signer)	(Name of Signer)
Date: _____	Date: _____

CITY OF MONTEBELLO'S ON-CALL BENCHLIST
PROFESSIONAL SERVICES AGREEMENT NO. 4535
FOR ARCHITECTURAL AND ENGINEERING SERVICES WITH
P.A. & ASSOCIATES INC. (RFQual No. 26-04)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **June 24, 2026** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY"), and P.A. & ASSOCIATES, INC., a Delaware corporation (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individually as the "Party" and jointly as the "Parties" .

RECITALS

WHEREAS, the CITY desires to retain a qualified professional to provide architectural and engineering professional services to the CITY; and

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

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

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

WHEREAS, the CONSULTANT responded to CITY's Request for Qualifications dated April 9, 2026 ("RFQual No. 26-04") as 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 is comprised of Sections 1 through 31, and its various exhibits.

b. RFQual No. 26-04, attached hereto as **Exhibit "A"**.

c. The CONSULTANT'S Proposal to RFQual No. 26-04, attached hereto as **Exhibit "B"**.

d. Local Assistance Procedures Manual (LAPM) Exhibit 10-R, Appendices A and E as **Exhibit "C"**.

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

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

SECTION 2. **SERVICES / COMPENSATION**.

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

B. The CONSULTANT shall provide those services that are set forth in Exhibits A and B solely on an as-needed basis subject to the CITY's authorization of specific work assignments through executed task orders.

C. Once authorized by the CITY, the CONSULTANT shall complete those services in a timely manner, and in accordance with an agreed-upon work schedule to be determined by the Parties.

D. Once authorized by the CITY to commence work on specific work assignments, CONSULTANT shall be compensated in an annual allocation amount not-to-exceed **Seventy-Five Thousand Dollars ($75,000)** (the "Compensation") for the performance of the Scope of 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 Maximum Annual Compensation without the prior written consent of the CITY.

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

F. 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.

G. 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 **July 1, 2026**, and shall terminate on **June 30, 2029** ("Date of Completion"), with an option to extend up to two (2), one-year terms; unless such deadline is extended in writing by a further agreement between the Parties or the Agreement is terminated sooner as provided in Section 8 herein.

SECTION 4. **PERFORMANCE**.

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

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

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

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

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

f. The CONSULTANT's Reports or Meetings:

i. The CONSULTANT shall submit progress reports on each specific project in accordance with its respective task order signed and issued by the CITY. 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 (1) to determine if the CONSULTANT is performing to expectations or is on schedule; (2) to provide communication of interim findings; and (3) 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 or to the CONSULTANT's employees or 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 its 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 CalPERS or by a court of competent jurisdiction 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 indemnify, defend, 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 provided to CITY via 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, defend, and hold harmless under the indemnity covenants of this Agreement.

SECTION 16. **SUBCONTRACT, ASSIGNMENT, OR DELEGATION**.

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

Any subcontract, assignment, or delegation 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, subconsultants, assignees, or delegees. No such subcontract, assignment, or delegation 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 the 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 email (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
Phone: (323) 887-1200

If to the CONSULTANT:
P.A. & Associates
Attn: Parviz A. Azar
23011 Moulton Pkwy, Suite D-7
Laguna Hills, CA 92653
Phone: (949) 679-7474
Email: info@paassociates.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, subconsultant, 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 subconsultant and applicants are employed, and that employees are treated fairly 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, its 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, Federal Highway Association ("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, its 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 federal, state, or city appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, state, or federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this Agreement.

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

accordance with its instructions in the LAPM.

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

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

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

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

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

c. The CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§ 11135-11139.5, and the regulations or standards adopted by the CITY to implement such articles. 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 the CITY. 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 remain 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**	"CONSULTANT" **P.A. & ASSOCIATES, INC.**
Raul Alvarez, City Manager	Parviz Azar, President
Date: _____	Date: _____

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS

- Exhibit A – RFQual No. 26-04
- Exhibit B – Consultant's Proposal to RFQual No. 26-04
- Exhibit C – LAPM Exhibit 10-R, Appendices A and E

EXHIBIT 'A'

RFQUAL NO. 26-04

CITY OF MONTEBELLO

REQUEST FOR QUALIFICATIONS (RFQual)

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

FOR

CITY OF MONTEBELLO, CALIFORNIA

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

Submit RFQual online via PlanetBids

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

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1. Introduction

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

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

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

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

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

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

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

2. About the City of Montebello

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

3. Proposed Scope of Work/Statement of Work

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

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

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

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

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

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

Consultants must be familiar with Caltrans material testing requirements:

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

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

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

4. Submissions

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

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

5. RFQual Timeline

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

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

6. Non-Commitment of City

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

7. Responsibility of Costs

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

Appendix A - Proposal Format and Content

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

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

SOQ Format

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

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

1. Title Page showing the request for qualifications subject; the vendor's name; the name, address, email and telephone number of the contact person; and the date of the proposal.

2. Table of Contents identifying the items/section listed in the "Proposal Content and Format" section of this RFQual.

3. Detailed proposal following the order set forth in the "Proposal Content and Format" of this RFQual.

SOQ Content

Your response should include the following sections/information:

1. **Letter of Interest -** Please include a letter expressing your interest in being considered for the project. Include a statement regarding the vendor's availability to dedicate time, personnel, and resources to this effort. The letter of interest must include a commitment to the availability of the vendor and all key project staff during the planning period and a proposed schedule designed to meet the City's needs for the project.

2. **Project Understanding and Approach** - Please include a statement demonstrating your understanding of the proposed project. Describe your general approach to completing the project successfully, methodologies and technologies you would employ, key milestones and processes you would employ. Describe what information you would expect the City to supply.

3. **Relevant Experience** - Please include information describing your experience providing similar services for public agencies. Provide a minimum of three (3) specific examples of relevant experience. At a minimum, the vendor should provide a list of the most recent

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

4. **Sub-contractors/Sub-consultants** – If your firm works with sub-contractors/sub-consultants to perform the services described in the proposed Scope of Work/Statement of Work for the Project, please provide the name, full address for each sub-contractor, as well as the name of a contact person and phone number. If awarded, the City will need to provide written approval for any services offered by any and all sub-contractor/sub-consultant.

5. **Proposed Scope of Services** - Please provide a proposed Scope of Services, based on the Scope of Work contained in this RFQual; and discuss any ideas for modifying, clarifying, or improving the City's proposed scope of work. Provide a realistic working schedule with key deliverables, milestones, and tasks.

6. **Conflict of Interest Statement –** The vendor shall disclose any financial, business, or other relationship with the City that may have an impact upon the selection process. If the vendor does not have any such conflicts, a statement declaring such should be included in their submission.

7. **Cost Proposal –** Cost proposal should include the following:

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

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

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

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

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

9. **Redline Comments on the Professional Services Agreement Template** – Using Appendix D – Proposers are requested to review the Professional Services Agreement template provided and submit any proposed redline revisions with their response. Following the award of the RFQual, the City will evaluate all submitted redline comments in coordination with the City Attorney and will work with the selected firm(s) to reach mutual agreement on the final contract terms. Proposers must demonstrate full compliance with the City's insurance requirements as a condition of eligibility.

10. **Additional Attachments (Optional)** – Please use this section to attach any information that was not previously included identified in any other section.

Appendix B – Evaluation Criteria

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

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

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

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

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

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

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

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

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

Evaluation Criteria Summary

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

Appendix C – Reference Sheet

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Appendix D – Professional Services Agreement Template

EXHIBIT 'B'

P.A. ASSOCIATES, INC. PROPOSAL

P.A. & ASSOCIATES, Inc.

May 3, 2026
Proposal File No. B226144-1

Soil Engineering
Geology
Material Testing
Environmental

City of Montebello
Public Works Department
Attn: Vanessa Ramos, Administrative Manager
1600 W. Beverly Boulevard
Montebello, CA 90640

Subject: **Statement of Qualification (SOQ)**
Professional Consultant Services
On-Call Material Testing and Special Inspection Services
City of Montebello, California

Dear Mrs. Ramos:

We are pleased to submit this Statement of Qualifications (SOQ) for your consideration, in offering Geotechnical, Material, Special Inspection and Testing plus related services in accordance with the Request Qualifications RFQual. No. 26-04, dated April 9, 2026.

P.A. & Associates, Inc. is located in Laguna Hills, CA and has been in business for 35 years, providing comprehensive geotechnical and geological engineering services, along with material testing and inspection services throughout Southern California to public and private organizations. We operate an in-house soils laboratory certified by the City of Los Angeles and partner with C.E.M. Lab (City of Los Angeles–certified) and La Belle Marvin (Caltrans-certified) to ensure comprehensive, high-quality testing services. We maintain a required professional liability insurance policy.

P.A. & Associates, Inc. have been active in public works projects in several cities in Los Angeles County including Montebello, Compton, Lynwood, Bell, Bell Gardens, Huntington Park, El Monte, and the City of Los Angeles. Our involvement with projects within the Los Angeles County area spans over 30 years on numerous roadway remediation and construction projects. Our experience includes full asphalt roadway pavement replacement, micro surfacing, new commercial structures, and sidewalk replacement projects. On these projects our firm provided deputy inspection services which included but not limited to batch plant inspections, compaction testing, material sampling, and other various construction support services.

The opportunity to be of service is greatly appreciated and we look forward to assisting the city from our Laguna Hills office. Should questions arise pertaining to this submittal, please contact the undersigned for clarification at (949) 679-7474. The technical and professional experience that we can provide will resonate in the following pages.

Respectfully Submitted,
P.A. & Associates, Inc

Parviz A. Azar, RCE
President

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Appendix

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Statement of Qualifications

I. PURPOSE

P.A. & Associates Inc. presents this Statement of Qualifications (SOQ) for as-needed material testing, and related engineering services to assist the City of Montebello.

For both clarity and simplicity, we have utilized the "Statement of Qualifications Format and Content" as recommended in the Request for Qualifications (RFQ).

II. PROJECT UNDERSTANDING AND APPROACH

PA. & Associates, Inc (PA) has been incorporated since 1991, as a soil engineering, geology and material testing company. We value integrity, continuing education and achieving client satisfaction through quality performance. We have maintained our quality assurance plan of keeping our laboratory registered and all equipment maintained, calibrated and certified. PA. is familiar with the City's guidelines and has maintained a successful working relationship throughout our previous projects. Based on the RFQ the public works projects will require laboratory testing for various materials such as, soils, aggregate, asphalt concrete, portland cement concrete, etc., field testing during construction, special inspections during construction, and other support services such as batch asphalt inspections, mix design review. These services will be provided during construction of projects such as grading, asphalt paving, concrete work, installation of sewer and storm drainage pipes, and other public works projects. P.A. and Associates, Inc., also has extensive experience in structural verification or integrity testing of existing structures and Caltrans Roadway projects throughout Los Angeles County.

III. REVELANT EXPERIENCE

1. **DEPUTY INSPECTION & MATERIAL TESTING SERVICES, LOS ANGELES, CA**
   - **Deputy Inspection & Material Testing, Los Angeles, CA**
   - **Client:** 900 Hilgard Holdings LLC
   - **Contact personnel:** Mrs. Lori Hoshimoto, (424) 217-1341, 900 Hilgard Avenue, Los Angeles, CA.
   - **P.A. & Associates Manager:** Parviz Azar
     Duties: Structural Verification, Special Inspections, and Material Sampling Testing.

2. **ASPHALT PLACEMENT OBSERVATION AND COMPACTION TESTIGN, CITY OF COMPTON, CA**
   - **Road Repair Services 2025, City of Compton, CA**
   - **Client:** Infrastructure Engineer, a Bowman Company

- **Contact personnel:** Mr. Arjan Idnani, (714) 940-0100, 3060 Saturn Street, Ste. 250, Brea, CA
- **P.A. & Associates Manager:** Parviz Azar
- **Duties:** Performed Site inspections and Compaction Testing.

3. **EASTERN AVENUE IMROVEMENT, CITY OF BELL GARDENS, CA (CALTRANS PROJECT)**
   - **Eastern Avenue from Garfield Avenue to Florence Avenue, City of Bell Gardens, CA**
   - **Client:** Infrastructure Engineer, a Bowman Company.
   - **Contact personnel:** Mr. Arjan Idnani, (714) 940-0100, 3060 Saturn Street, Ste. 250, Brea, CA
   - **P.A. & Associates Manager:** Parviz Azar
   - **Duties:** Performed the Material Testing and Special Inspections.

4. **STORM DRAIN GRAVITY MAINS SWGM-16135 REPAIRS, CITY OF SAN CLEMENTE, CA**
   - **Field Inspections and Soil Compaction Testing**
   - **Client:** City of San Clemente.
   - **Contact personnel:** Mr. Amir Ilkhanipour, (949) 361-6140, 910 Calle Negocio Ste. 110, City of San Clemente, CA
   - **P.A. & Associates Manager:** Parviz Azar
   - **Duties:** Performed Site Inspections and Compaction Testing.

5. **GEOTECHNICAL INVESTIGATION AND MATERIAL TESTING, PROPOSED MIXED-USE DEVELOPMENT, CITY OF NEWPORT BEACH, CA**
   - **2510 & 2530 West Coast Highway**
   - **Client:** 2510 W. Coast Development, LLC
   - **Contact personnel:** Mr. Grant Keen, (949) 677-0668, WJK Development
   - **P.A. & Associates Manager:** Parviz Azar
   - **Duties:** Performed Geologic Site Survey, Geotechnical Investigation, Site Inspections including Compaction Testing, Caisson Monitoring, Special Inspections, Material Sampling and Testing.

6. **MATERIAL TESTING AND INSPECTION, SAN GABRIEL RIVER BRIDGE, CITY OF AZUSA, CA, (CALTRANS PROJECT)**
   - **San Gabriel River Bridge , Azusa, CA**
   - **Client:** F.E.C Future Contractors and Engineers
   - **Contact personnel:** Mr. Nick Katbi, (949) 328-9758 , 184 Technology Drive, Ste. 20, Irvine, California,
   - **P.A. & Associates Manager:** Parviz Azar
   - **Duties:** Performed Special Inspections and Material Sampling & Testing.

IV. SUB-CONSULTANTS

The following individual are key personnel to be assigned (as sub-consultant)

Laboratory: LaBelle Marvin
Address: 2700 South Grand Avenue Santa Ana, CA, 92075
Lab QC Mgr.: Tom Williams
E-mail: twilliams@labellemarvin.com
Telephone: 714-546-3468

Laboratory: C.E.M. Lab Corporation
Address: 45 Post, Irvine, CA 92618
Lab QC Mgr.: Tony Binaei
E-mail: tony@cemlabcorp.com
Telephone: 949-502-4130

V. PROPOSED SCOPE OF SERVICES

1. PA will provide **field inspections and soil compaction testing** as needed. Daily field reports will be provided to the City's representative. Upon completion of each project, final testing and inspections report will be submitted within a week after completion of the work to the City in accordance with City ordinances, "CBC", and "Green Book" requirements.

2. PA **Registered Special Inspectors** will inspect and provide quality control for installation of precast and cast-in-place concrete, masonry, structural steel and welding, structural high strength bolting, ultrasonic testing, post tensioning, spray-applied fireproofing, batch plant inspection for asphalt, concrete, and other materials at their source in compliance with California Building Code and the contract documents. Daily field reports will be submitted immediately to the City or City's Public Work Agency after tests and inspections are completed. At the end of each project and upon completion of testing and inspection, a final report will be submitted to the City.

3. **Inspection and quality assurance** of all types of construction work including but not limited to special inspection, street improvements, sewers, storm drains, various types of buildings, and pump stations.

Reporting Test Results

1. Upon sampling of soil and aggregate at the material source, we will submit within 2-4 days the result of maximum dry density and optimum moisture, sand equivalent, expansion potential, sieve analysis, cleanness value, R-Values, and other required testing to the Resident Engineer.

2. The result of compaction and density tests taken at the job site will be submitted to the City's Agent daily or within 24 hours in the form of a daily report. Verify the inspected/tested area(s) meet minimum requirements of applicable codes and City's specifications.

3. When materials such as concrete sampled at the job site for compressive strength, the results will be completed and submitted in accordance to ASTM standards and client requested testing periods. Consult with City's representative in addressing areas that do not meet specifications and recommend remediation.

Our Objective to the City:

1. Provide services in a timely and efficient manner that will ensure successful completion of a project.

2. Provide an effective and professional working relationship.

3. Maintain communication through direct contact, telephone, and e-mail.

VI. CONFLICT OF INTEREST STATEMENT

Our firm further certifies that it has no financial, business, or other relationships with the City that could impact the selection process.

VII. COST PROPOSAL

Our fee schedule is enclosed in Appendix B. On-site testing inspections, material sampling, and observations are charged at 4 and 8 hour minimum.

VIII. REFERENCES

Reference sheet is enclosed in Appendix C.

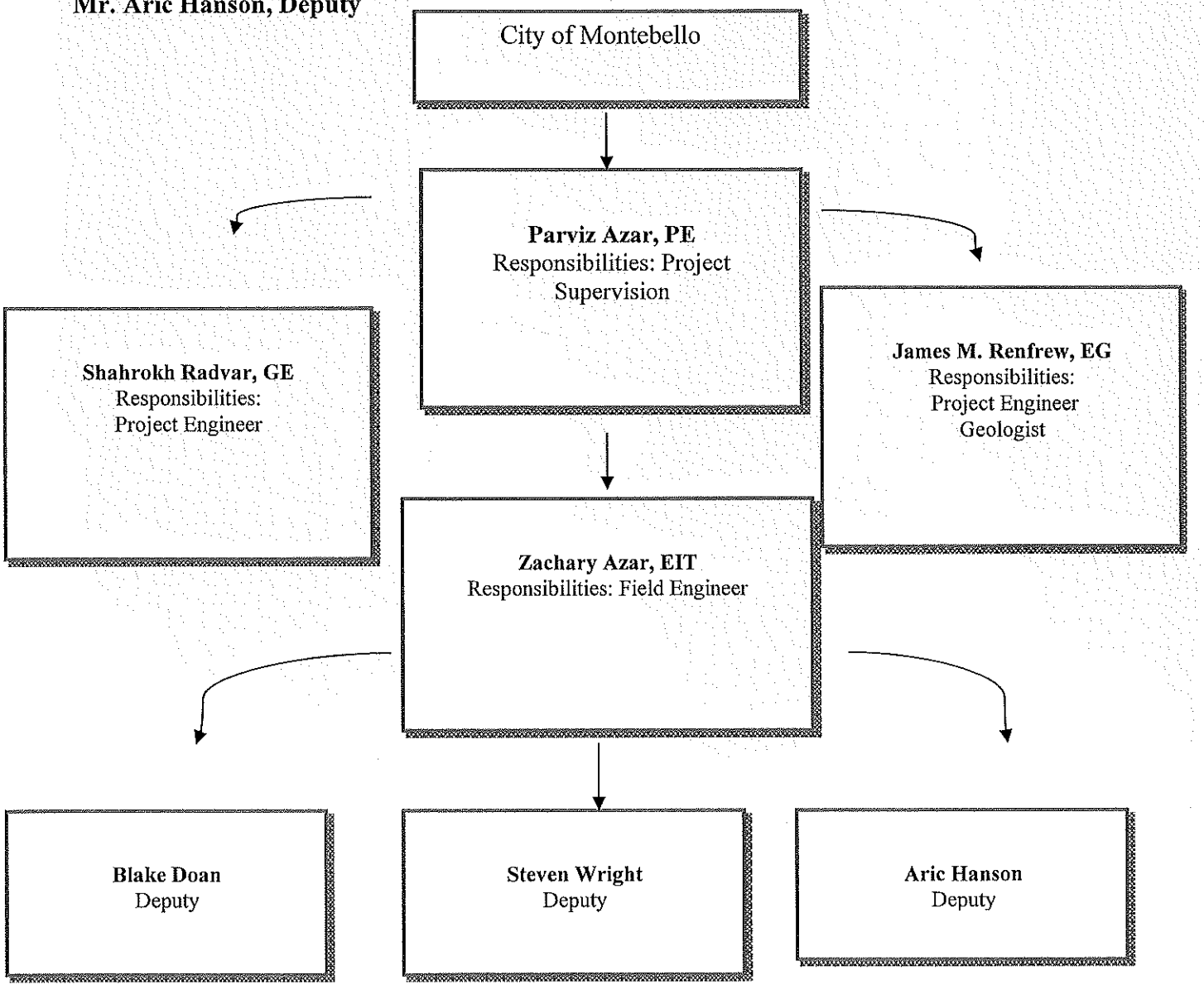
IX. REDLINE COMMENTS ON THE PROFESSIONAL SERVICES AGREEMENT

Professional Services Agreement has been reviewed and is acceptable.

X. PROJECT ORGANIZATION AND STAFFING

The following individuals are key personnel to be assigned (for resumes, see Appendix A). All listed team members will be available during the City's projects duration. We request contact information for key city personnel that will be acting as the project manager.

Mr. Parviz Azar, PE is the main contact and will be handling field engineering supervision, documentation and assigning personnel to projects.
Mr. James M. Renfrew, EG will be handling engineering geology and research.
Mr. Shahrokh Radvar, GE will supervise the broad scope of geotechnical engineer analyses in the field of soil parameters, and analyses of geotechnical characteristics.
Mr. Zach Azar, EIT will handle field-testing, observation, laboratory testing, and will oversee deputy inspectors.
Mr. Steve Wright, Deputy
Mr. Blake Doan, Deputy
Mr. Aric Hanson, Deputy



XI. AGREEMENT

- The only person, persons, company or parties interested in the proposal as principals, are named herein and the proposal is made without collusion with any other person, persons, company or parties submitting a proposal. Furthermore, this fee proposal schedule is in all respects fair and in good faith without collusion or fraud and that I, Parviz A. Azar, have full authority to bind this firm.

- Furthermore, P.A. & Associates agrees to the City's contract terms and conditions as provided in the RFQ.

- PA agrees that in carrying out its responsibilities under this agreement, and in particular with regard to the employment of persons and sub-contractors working on the project, it will not discriminate on the basis of race, color, creed, national origin, religion, sex, age, or handicap. In the event any of the work performed by P.A. & Associates, Inc, hereunder is sub-contracted to another person or firm (with approval of the City as required herein), sub-contract shall contain a similar provision.

APPENDIX A

KEY PERSONNEL RESUMES

PERSONNEL

PARVIZ A. AZAR, P.E.
Principal Engineer
parviz@paassociates.com

EXPERIENCE

Mr. Azar has more than 42 years of in geotechnical engineering, consulting services, material testing & inspection, and environmental consulting. Mr. Azar has performed geotechnical report review and investigations and provided geotechnical consulting services during large scale grading projects, street pavement design and rehabilitation, slope stability analysis, tiebacks, seawalls, deep foundations studies, as well as geoenvironmental site evaluations, site remediation and cleanup. His experience is practically oriented, having served as field and principal engineer for challenging large-scale projects throughout southern California. Mr. Azar's educational background and expertise provide a sound basis for Geotechnical consulting services.

PROFESSIONAL LICENSE

California, Registered Civil Engineer 37818.

EDUCATION

M.S. Soil Mechanics and Structural Engineering, Utah State University, Logan.
B.S. Civil and Environmental Engineering, Utah State University, Logan.

CONTINUING EDUCATION AND AFFILIATIONS

Down to Earth Soil Engineering, California State Polytechnic University, Pomona.
ASCE, American Society of Civil Engineers
ASTM, American Society for Testing and Materials

PERSONNEL

JAMES M. RENFREW
Principal Engineering Geologist
james@paassociates.com

EXPERIENCE

Mr. Renfrew's has more than 42 years of experience is environmentally and Geotechnical related and has performed Geotechnical report reviews for the County of Orange. Numerous projects have utilized his expertise in these fields, which include: landslide and slope stability investigations, hillside grading supervision, in-grading mapping and inspection, surface and subsurface geologic investigation, and investigation of distressed property. Mr. Renfrew is responsible for supervision of engineering geologic research and investigation for P.A. & ASSOCIATES.

PROFESSIONAL LICENSE

California, Certified Engineering Geologist, 1970; California, Professional Geologist 5929 California; Hazardous Materials Handling & Response.

PROFESSIONAL HISTORY

P.A. & ASSOCIATES, Inc., Principal; Geologist/Environmental
Manager; Baker Hughes/ Western Geophysical
Latin American Division - Assistant Party Chief/ Seismic Processor- Kleinfelder, Inc.
Consulting Engineer Geologist Nolte & Associates, Inc., Project Geologist

EDUCATION

M.S., Geology, University of California, Riverside; B.A., Geological Sciences, University of California, Santa Barbara.

PERSONNEL

CYRUS RADVAR, P.E., G.E.
Geotechnical Engineer

EXPERIENCE

Mr. Radvar has more than 15 years of experience in geotechnical and mining engineering on projects throughout Western Europe and the United States, including various civil, mining and mineral exploration projects. His field experience includes geological and geotechnical core logging, construction monitoring including deep excavation and shoring installation, tieback and soil nail design and monitoring, subsurface investigations, piezometer and inclinometer installation, and permeability testing. His project experience includes foundation design, seismic ground motion analyses, vibratory compaction and replacement, blast monitoring and analysis, rock-slope stability analysis, open-pit design, preparation/drafting of construction drawings, rock and soil anchor design, retaining wall design, and preparation of technical reports.

Mr. Radvar has extensive background and proficiency in computer-aided analysis for geotechnical and earthquake engineering design. He is proficient in geotechnical engineering software programs such as: SLOPE-W, SIGMA-W, SEEP-W, QUAKE-W, SHAKE 91, FLAC, LPILE, CLARA W, and GOLDSIZE.

PROFESSIONAL LICENSE

California, Registered Geotechnical Engineer No. 2742
California, Registered Professional Engineer No. 66139

PROFESSIONAL HISTORY

Several Public Works, Industrial, commercial, and residential projects
Several Caltrans Transportation Projects; SR-22, US101, Foothill Transportation Corridor
Several Landfill Projects; Bowerman Landfill; Carroll Canyon Landfill
Geotechnical Investigation, Proposed Aquatic Center, La Mirada, CA
Proposed High-rise Park Towers at Town Center, Costa Mesa, CA
Campus Center Development, Irvine, CA

EDUCATION

B.S., M.S., Rock Mechanics, Berlin Technical University, Berlin, Germany, 1993
Master of Engineering, Civil Engineering, University of Alberta, Edmonton, Canada, 1999
American Society of Civil Engineers

PERSONNEL

ZACHARY AZAR, EIT, ICC
Staff & Field Engineer, Deputy Material Inspector
zach@paassociates.com

EXPERIENCE

Experienced in geotechnical consulting and construction industry with 9 years of direct geotechnical experience as a staff engineer, field engineer, and construction material technician. Professional conduct and unique skills sets ensured the for the successful completion of nine years of Southern California projects that included schools, public street pavement design and construction, custom homes, and commercial building projects.

EDUCATION
B.S., Civil Engineering, Arizona State University

CERTIFICATION
FE (Fundamental of Engineering)
State of California PE Exam Passed (licensure in Progress)
Radiation Safety and Operation Certified (Troxler)
ACI Concrete Field Testing Technician-Grade I
ICC Registered Reinforced Concrete
ICC Registered Steel/Bolting
ICC Register Steel Masonry
Caltrans CT 105, CT 125 AGG, CT 201, CT 202, CT 205, CT 216, CT 217, CT 226, CT 227, CT 229.

STEPHEN D. WRIGHT
ICC Registered Special Inspector

EXPERIENCE

Mr. Wright has 20+ years of experience in the field conducting field inspections. He has worked on various schools projects in Orange County and Riverside Counties. These include post tensioning pull tests, skidmore testing of bolts, special inspections, and Spray-Applied Fireproofing inspection. He is also certified Asphalt Batch Plant and lay-down inspector, concrete batch plant, core drilling for new samples.

CERTIFICATION
Certified Hot Mix Asphalt Inspector
Troxler, Use of Nuclear Testing Equipment
Concrete Field Testing Technician Grade I –
ICC Registered Post Tensioning Special Inspector
ICC Registered Structural Masonry Special Inspector
ICC Registered Reinforced Concrete Special Inspector
ICC Registered Spray-Applied Fireproofing Special Inspector
ICC Registered Structural Steel and Welding, and Bolting Special Inspector

PERSONNEL

ARIC HANSON
Deputy Material Inspector
Arichanson5@gmail.com

EXPERIENCE

Mr. Hanson has a background in working both QC & QA positions in commercial buildings and refineries in both solitary and team oriented inspector positions. This includes regular inspection duties as well as administrative office work and oversight. Mr. Hanson has strength for learning new systems, organizing drawings and reports and smoothly coordinating and communicating with various jobsite personnel.

EDUCATION

Redondo Union High Diploma, Redondo Beach, California

CERTIFICATION

ICC CA Commercial Building Inspector No. 10185850
L.A. City Wood Framing No. P041111
ICC Reinforced Concrete No. 10185850
ACI Field Grade I No. 02228050
ICC CA Commercial Mechanical Inspector No. 10185850
ICC Soils Inspector No. 10185850
AWS CWI No. 24041011
Strongly Versed in Bluebeam Revu, Microsoft Excel & Microsoft Word
Refinery Training - OSCA Principles of Petroleum Refining
OSCA Refinery Safety Overview
OSCA Safety as it Pertains to Crafts
OSCA Sexual Harassment Prevention for Management

PERSONNEL

BLAKE DOAN
Deputy Material Inspector
blake@blakefoundationinspection.com

EXPERIENCE

Mr. Doan has experience with material testing and inspection throughout Southern California. He is registered in multiple deputy inspection disciplines in areas such as Los Angeles, Orange County, and San Diego.

CERTIFICATION

City of San Diego Special Inspector SD No. 1203
ACI Field Grade I No. 00076351
LA Dept. of Building and Safety SIID No. 000067-22
ICC Registered Structural Masonry Special Inspector
ICC Registered Reinforced Concrete Special Inspector
ICC Registered California Commercial Building Inspector
ICC Registered Spray-Applied Fireproofing Special Inspector
ICC Registered Structural Steel and Welding, and Bolting Special Inspector

APPENDIX B

FEE SCHEDULE

2026 PROFESSIONAL FEE SCHEDULE

.SOIL ENGINEERING .GEOLOGY .MATERIALS TESTING .HAZARDOUS WASTE ASSESSMENT

PROFESSIONAL SERVICE FEES (Per hour)

Associate Engineer/Geologist	145
Senior Engineer/Geologist	145
Project Engineer/Geologist	135
Staff Engineer/Geologist	125
Field Engineer/Geologist	125
Engineering Field/Lab Technician	95
Technical Drafting	95
Technician, Deputy Inspector	95
Engineering Field Technician w/nuclear gauge & vehicle	95
Prevailing Wage Hourly Surcharge for Technician, Deputy Inspection & Field Engineer	50/hr.

Overtime will be charged at the basic rate plus 50%. Overtime is defined as the excess above 8 hours on weekdays, time before 7 a.m. or after 5 p.m., and regular hours on Saturdays. Sundays, holidays and time between 12 mid-night to 7 am will be charged regular hour plus 100%. Call out for field is a minimum of 4 hours, over 4 hours is 8 hours.

SUPPORT SERVICES

Word Processing	85
Secretarial Services	85
General office	85
Sample/Document Pickup & Delivery	80

Expert witness testimony will be charged at $650 per hour; minimum charge of $2000.00

REIMBURSABLE EXPENSES

Heavy equipment, supplemental insurance, permit travel, shipping, reproduction, and other reimbursable expenses will be invoiced at cost plus 50%.

PROPOSAL ACCEPTANCE PERIOD

Proposals are valid for 60 days, unless otherwise specifically stated.

OTHER CHARGES

Travel time will be billed at appropriate hourly rates. A conveyance charge of 75 cents per mile shall be charged for round trip travel from our office to the project site.

LABORATORY TESTS

Test	Fee Each
Moisture Content	45
Moisture and Density (Ring Samples)	65
Maximum Dry Density, ASTM (1557)	180
Maximum Density Checkpoint	75
Sieve Analysis including wash, ASTM (D244)	135
Percent Passing No. 200 Sieve	75
Liquid Limit and Plastic Index	290
Sand Equivalent	135
Expansion Index	135
Direct Shear (Undisturbed), (per point)	150
Direct Shear (Remolded), (per point)	160
Consolidation, (per point)	160
R-Value (Untreated), ASTM (D2844 or CA301)	380
R-Value (Treated)	420
Sulfate Content (min of 4)	75
Concrete & Grout Compressive Strength Test and report (min of 3)	75
Asphalt Bitumen Content (ASTM D2172)	500
Asphalt Aggregate Analyses (ASTM D5444)	250

Triaxial testing, residual shear tests, permeability, and special tests will be charged at hourly rates.

Field Equipment

Boring Equipment (min of 6 hrs)	450/ hr.
Coring Equipment (min of 6 hrs)	450/hr.

Prevailing wage surcharge will be additional 30%.

Caltrans Deflection tests are function of street type, No. of Lanes, width, traffic and other factors, therefore pricing will be determined based on site specifics.

Deflection Testing

Falling Weight Deflectometer with Operator (full-day)	6,500
Falling Weight Deflectometer with Operator (half-day)	4,500
Mobilization andTravel Falling Weight Deflectometer with Operator	600/hr.

INVOICES

a. Invoices are rendered biweekly, payable upon receipt.
b. 50% of the fee for field studies is due at the time of authorization to cover equipment and mobilization costs.

APPENDIX C

Reference Sheet
(City of Montebello)

Appendix C – Reference Sheet

Entity Name Infrasture Engineer, a Bowman Company

Business Address 3060 Saturn, Ste. 250, Brea, CA

Name of Contact Mr. Farzad Dorrani

Title Contact Chief Operations Officer

Telephone Number of Contact (714) 940-0100 ex. 5032

Email of Contact fdorrani@infrastructure-engineers.com

Description of Project Material Testing & Special Insepction Services

Date of Service January 1995- Ongoing

Entity Name City of San Clemente

Business Address 910 Calle Negocio, San Clemente, CA

Name of Contact Mr. Amir Ilkhanipour

Title Contact Principal Civil Engineer

Telephone Number of Contact (949) 631-6140

Email of Contact ilkhanipourA@sanclemente.org

Description of Project Material Testing & Special Insepction Services

Date of Service October 2024-Ongoing

Entity Name Constructify Builders

Business Address 1252 Monte Vista Ste. # 13, Upland, CA 91786

Name of Contact Mr. Rodd Golshan

Title Contact Project Manager

Telephone Number of Contact (840) 201-7395

Email of Contact rodd@constructifybuilders.com

Description of Project Material Testing & Special Insepction Services

Date of Service January 2025- Ongoing

EXHIBIT 'C'

LAPM EXHIBIT 10-R, Appendices A and E

Exhibit 10-R: A&E BOILERPLATE AGREEMENT LANGUAGE

(For Local Assistance Federal-Aid Projects)

NOTE TO LOCAL AGENCY - BE SURE THAT YOUR LEGAL STAFF REVIEWS AND APPROVES ALL CONSULTANT CONTRACTS BEFORE EXECUTION. THIS AGREEMENT LANGUAGE IS RECOMMENDED LANGUAGE, EXCEPT ARTICLE XXXII TITLE VI ASSURANCES (APPENDICES A AND E MUST BE PHYSICALLY INCLUDED, UNMODIFIED, IN ANY FEDERAL-AID CONTRACT AND APPENDICES B-D MUST BE PHYSCIALLY INCLUDED, UNMODIFIED, IN ANY FEDERAL-AID CONTRACT INVOLVING RIGHT OF WAY ACQUISITION). MODIFY AS RECOMMENDED BY YOUR OWN LEGAL STAFF AND TO FIT YOUR PARTICULAR REQUIREMENTS AND PROJECT.

THE FISCAL AND FEDERAL PROVISIONS ARE REQUIRED IN ALL FEDERALLY FUNDED CONTRACTS. THE ORIGINAL INTENT OF THE ARTICLE SHALL REMAIN, IF MODIFIED BY YOUR LEGAL STAFF.

THIS EXHIBIT CONTAINS FISCAL REQUIREMENTS FROM 2 CFR 200 AND IS TO BE USED FOR STATE-ONLY FUNDED CONTRACTS AS WELL.

[*Note: italic text within brackets throughout the Articles is intended for instructional purposes only*]

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ARTICLE I INTRODUCTION

A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:
(NAME OF CONSULTANT)

Incorporated in the State of (NAME OF STATE)
The Project Manager for the "CONSULTANT" will be (NAME)
The name of the "LOCAL AGENCY" is as follows:
(NAME)

The Contract Administrator for LOCAL AGENCY will be (NAME)

B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated (DATE). The approved CONSULTANT's Cost Proposal is attached hereto (Attachment #) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.

D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of LOCAL AGENCY.

E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.

F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against LOCAL AGNECY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from LOCAL AGENCY under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.

H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.

I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

[*Choose either Option 1 or Option 2*]

[*Option 1 - Use paragraphs A & B below for standard AGREEMENTs*]

A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if 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.

B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

[*Option 2 - Use paragraphs A & B below for on-call AGREEMENTs]*

A. 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 LOCAL AGENCY's Contract Administrator or Project Coordinator to determine, if 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.

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

ARTICLE III STATEMENT OF WORK

[*Insert Appropriate Statement of work including a Description of the Deliverables in the following sections. If a section does not apply to the AGREEMENT, state "Not Applicable to this AGREEMENT."*]

A. CONSULTANT Services
[*Detail based on the services to be furnished should be provided by CONSULTANT. Nature and extent should be verified in the negotiations to make precise statements to eliminate subsequent*

uncertainties and misunderstandings. Reference to the appropriate standards for design or other standards for work performance stipulated in CONSULTANT AGREEMENT should be included. Describe acceptance criteria, and if the responsible CONSULTANT/engineer shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the AGREEMENT including registration number.

Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact, or the Caltrans District Director signs the Record of Decision (see LAPM Chapter 6: Environmental Procedures, and the Standard Environmental Reference).]

B. Right of Way
[*State whether Right of Way requirements are to be determined and shown by CONSULTANT, whether land surveys and computations with metes and bounds descriptions are to be made, and whether Right of Way parcel maps are to be furnished.*]

C. Surveys
[*State whether or not the CONSULTANT has the responsibility for performing preliminary or construction surveys.*]

D. Subsurface Investigations
[*State specifically whether or not CONSULTANT has responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONSULTANT, appropriate provisions are to be incorporated. Archaeological testing and data recovery guidance can be found in the Standard Environmental Reference.*]

E. Local Agency Obligations
All data applicable to the project and in possession of LOCAL AGENCY, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

F. Conferences, Site Visits, Inspection of Work
This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the LOCAL AGENCY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

G. Checking Shop Drawings
[*For AGREEMENTs requiring the preparation of construction drawings, make provision for checking shop drawings. Payment for checking shop drawings by CONSULTANT may be included in the AGREEMENT fee, or provision may be made for separate payment.*]

H. CONSULTANT Services During Construction
The extent, if any of CONSULTANT's services during the course of construction as material testing, construction surveys. etc., are specified in the AGREEMENT together with the method of payment for such services.

I. Documentation and Schedules
AGREEMENTs where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

J. Deliverables and Number of Copies
The number of copies or documents to be furnished, such as reports, brochures, sets of plans, specifications, or Right of Way parcel maps shall be specified. Provision may be made for payment for additional copies.

ARTICLE IV PERFORMANCE PERIOD

[*A time must be set for beginning and ending the work under the AGREEMENT. The time allowed for performing the work is specified; it should be reasonable for the kind and amount of services contemplated; and it is written into the AGREEMENT. If it is desirable that Critical Path Method (CPM) networks, or other types of schedules be prepared by CONSULTANT, they should be identified and incorporated into the AGREEMENT.*]

A. This AGREEMENT shall go into effect on (DATE), contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on (DATE), unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

[*Use paragraph C below in addition to paragraphs A & B above for on-call AGREEMENTs. On-call AGREEMENTs shall be 5 years maximum.*]

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

[*Choose either Option 1, 2, 3, or 4*]

[*Option 1 - Use paragraphs A through J below for Cost-Plus-Fixed Fee Agreements*]

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of $(AMOUNT). The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.

H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed $(Amount).

J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

[*Option 2 - For Cost per Unit of Work Agreements, replace paragraphs A & B of Option 1 with the following paragraphs A, B, and C and re-letter the remaining paragraphs. Adjust as necessary for work specific to your project*].

A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.

B. The specified rate to be paid for vehicle expense for CONSULTANT's field personnel shall be $(Amount) per approved Cost Proposal. This rate shall be for fully equipped vehicle(s) specified in

Article III Statement of Work, as applicable. The specified rate to be paid for equipment shall be, as listed in the approved Cost Proposal.

C. The method of payment for this AGREEMENT, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY approved overhead rate set forth in the approved Cost Proposal. In the event, LOCAL AGENCY determines that changed work from that specified in the approved Cost Proposal and AGREEMENT is required; the actual costs reimbursable by LOCAL AGENCY may be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," of this article shall not be exceeded unless authorized by AGREEMENT amendment.

[*Option 3 - Use paragraphs A through P for Specific Rates of Compensation Agreements (such as on-call Agreements). This payment method shall only be used when it is not possible at the time of procurement to estimate the extent or duration of the work or to estimate costs with any reasonable degree of accuracy. The specific rates of compensation payment method should be limited to AGREEMENTs or components of AGREEMENTs for specialized or support type services where the CONSULTANT is not in direct control of the number of hours worked, such as construction engineering and inspection.*]

A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate.

B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.

C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.

D. After a project to be performed under this AGREEMENT is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.

E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal.

CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

F. [*Local Agency to include either (a) or (b) below; delete the other one*]

(a) Reimbursement for transportation and subsistence costs shall not exceed State rates.

(b) Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. CONSULTANT will be responsible for transportation and subsistence costs in excess of State rates.

G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.

I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.

J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.

K. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(NAME OF LOCAL AGENCY/ NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.

M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.

N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

O. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.

P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this AGREEMENT shall not exceed $ (Amount). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

[*Option 4 - Use paragraphs A through E below for lump sum agreements.*

A. The method of payment for this AGREEMENT will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article III Statement of Work. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by AGREEMENT amendment and approved by LOCAL AGENCY.

B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.

C. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.

D. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice must be submitted within sixty (60) calendar days after completion of CONSULTANT's work unless a later date is approved by the LOCAL AGENCY. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

E. The total amount payable by LOCAL AGENCY shall not exceed $(Amount).

ARTICLE VI TERMINATION

A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by LOCAL AGENCY by virtue of any breach of this AGREEMENT by CONSULTANT, and LOCAL AGENCY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due LOCAL AGENCY from CONSULTANT is determined.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII 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 LOCAL AGENCY.

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.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY 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. LOCAL AGENCY, 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.

ARTICLE IX AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

   1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

~~D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.~~

D. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

E. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. ~~This clause applies to both DBE and non-DBE subconsultants.~~

CONSULTANT must submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

F. Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

[*Choose either Method 1, Method 2, or Method 3 below and delete the other two.*]

Method 1: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Method 2: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Method 3: The LOCAL AGENCY shall hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY of the contract work and pay retainage to CONSULTANT based on these acceptances. CONSULTANT or subconsultant shall return all monies withheld in retention from all subconsultants within 15 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the LOCAL AGENCY. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT; deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

   1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the

equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov**.**

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

    a. The information contained in the payroll record is true and correct.

    b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all

reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in

violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the CONSULTANT fails to comply with all of the following requirements:

    a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

    b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

    c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

    d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants 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 forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.

B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

[*Include this article in all AGREEMENTs where federal funding will exceed ~~$150,000~~ $100,000. If less than ~~$150,000~~ $100,000 in federal funds will be expended on the AGREEMENT, delete this article and re-number the subsequent articles.*]

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

   1. No State, Federal, or LOCAL AGENCY 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.

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

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.

ARTICLE XVI 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 §11102.

B. During the performance of this AGREEMENT, 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. CONSULTANT and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. 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 LOCAL AGENCY 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. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY 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 LOCAL AGENCY shall require to ascertain compliance with this clause.

E. 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. 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. 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 LOCAL AGENCY components of the DBE Program Plan, 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.~~

ARTICLE XVII 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:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
4. 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.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) ~~PARTICIPATION~~

A. CONSULTANT, ~~subrecipient (LOCAL AGENCY),~~ or subconsultant, shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). ~~To ensure equal participation of DBEs provided in 49 CFR 26.5, the LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.~~

~~CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: https://caltrans.dbesystem.com/.~~

~~All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:~~

- ~~100 percent counts if the materials or supplies are obtained from a DBE manufacturer.~~
- ~~60 percent counts if the materials or supplies are purchased from a DBE regular dealer.~~
- ~~Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."~~

This AGREEMENT is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTs who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

B. The goal for DBE participation for this AGREEMENT is _____%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10-O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

In accordance with 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT 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 LOCAL AGENCY deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions; and/or

(3) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Replacement of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

Termination of DBE Subconsultants

After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the LOCAL AGENCY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.

2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the LOCAL AGENCY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and the LOCAL AGENCY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.
3. Submit CONSULTANT's DBE termination request by written letter to the LOCAL AGENCY and include:
    - One or more above listed justifiable reasons along with supporting documentation.
    - CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
    - The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

Replacement of DBE Subconsultants

After receiving the LOCAL AGENCY's written authorization of DBE termination request, CONSULTANT must obtain the LOCAL AGENCY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

~~The following procedures shall be followed to request authorization to replace a DBE firm:~~

1. ~~Submit a request to replace a DBE with other forces or material sources in writing to the LOCAL AGENCY which must include:~~
   a. ~~Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.~~
   b. ~~The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:~~
      - ~~Description of scope of work and cost proposal~~
      - ~~Proposed subcontract agreement and written confirmation of agreement to perform on the Contract~~
      - ~~Revised Exhibit 10-O2: Consultant Contract DBE Commitment~~
2. ~~If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFEs to use DBE replacement firms within seven (7) days of LOCAL AGENCY's authorization to terminate the DBE. CONSULTANT may request the LOCAL AGENCY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:~~
   - ~~Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment~~
   - ~~Solicitations of DBEs for performance of work identified~~
   - ~~Correspondence with interested DBEs that may have included contract details and requirements~~
   - ~~Negotiation efforts with DBEs that reflect why an agreement was not reached~~
   - ~~If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive~~
   - ~~Copies of each DBE's and non-DBE's price quotes for work identified, as the LOCAL AGENCY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher~~
   - ~~Additional documentation that supports CONSULTANT's GFE~~

~~The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.~~

~~F. Commitment and Utilization~~

~~The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.~~

~~The LOCAL AGENCY shall request CONSULTANT to:~~

1. ~~Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation~~
2. ~~Provide this notification before starting the affected work~~

3. Maintain records including:
   - Name and business address of each 1st -tier subconsultant
   - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
   - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.
If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold $10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the LOCAL AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders

- ~~Bills of lading~~
- ~~Invoices~~
- ~~Proof of payment~~

~~CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the LOCAL AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three months of work.~~

~~CONSULTANT must notify the LOCAL AGENCY immediately if they believe the DBE may not be performing a CUF.~~

~~The LOCAL AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional LOCAL AGENCY evaluations. The LOCAL AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The LOCAL AGENCY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the LOCAL AGENCY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the LOCAL AGENCY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.~~

~~CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of LOCAL AGENCY's request such as:~~

- ~~Proof of ownership or lease and rental agreements for equipment~~
- ~~Tax records~~
- ~~Employee rosters~~
- ~~Certified payroll records~~
- ~~Inventory rosters~~

~~Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.~~

~~If CONSULTANT and/or the LOCAL AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. LOCAL AGENCY may deny payment for the noncompliant portion of the work. LOCAL AGENCY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. LOCAL AGENCY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the LOCAL AGENCY's approval. The LOCAL AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.~~

~~If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.~~

~~H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.~~

~~I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.~~

~~J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.~~

~~K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.~~

~~L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.~~

~~For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.~~

~~M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.~~

ARTICLE XIX INSURANCE

[*Choose either Option 1 or Option 2*]

[*Option 1 - for AGREEMENT with a scope of services that may require the CONSULTANT or subconsultant to work within the operating state or Local Agency Highway Right of Way; where there would be exposure to public traffic or construction operations.*]

A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars ($1,000,000) per occurrence.

B. The Certificate of Insurance will provide:

1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to LOCAL AGENCY.
2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

[*Option 2 - for AGREEMENTs with a scope of services that will not require the CONSULTANT or subconsultant to work within the operating state or Local Agency Highway Right of Way where there would be exposure to public traffic or construction CONSULTANT operations*.]

CONSULTANT is not required to show evidence of general comprehensive liability insurance.

ARTICLE XX FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.

C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

[*Choose either Option 1 or Option 2*]

[*Option 1 - Use paragraphs A through C below for all AGREEMENTs without PS&E submittal*]

A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and [*Insert Department Head or Official*], who may consider written or verbal information submitted by CONSULTANT.

B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

[*Option 2 - Replace Paragraph B, above, with the following for AGREEMENTs requiring the submission of PS&E*]

B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

[*Add the following paragraph to all AGREEMENTs, which may require trenching of five feet or deeper*]

D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXVI OWNERSHIP OF DATA

A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of LOCAL AGENCY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, LOCAL AGENCY shall be entitled to, and CONSULTANT shall deliver to LOCAL AGENCY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to LOCAL AGENCY which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by LOCAL AGENCY.

B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of LOCAL AGENCY without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by LOCAL AGENCY for another project or project location shall be at LOCAL AGENCY's sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR

A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

[*For PS&E contracts add paragraph F, below, to paragraphs A through E, above*]

F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of LOCAL AGENCY or except by court order. If

CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, LOCAL AGENCY has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, LOCAL AGENCY's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

~~ARTICLE XXXI PROMPT PAYMENT~~

~~A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONSULTANT~~

~~The LOCAL AGENCY shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the LOCAL AGENCY shall act in accordance with both of the following:~~

~~(1) The LOCAL AGENCY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.~~

~~(2) The LOCAL AGENCY must return any payment request deemed improper by the LOCAL AGENCY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.~~

~~B. PROMPT PAYMENT CERTIFICATION~~

~~For projects awarded on or after September 1, 2023: the~~ CONSULTANT must ~~now~~ submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

ARTICLE XXXI TITLE VI ASSURANCES

APPENDICES A - E of the TITLE VI ASSURANCES

[*The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if appliable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.*

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a LOCAL AGENCY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the LOCAL AGENCY with other parties:

a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.]

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives.

Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

   i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

   ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does

hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C
CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

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).

ARTICLE XXXII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

(CONSULTANT)

(NAME) ,Project Manager

(ADDRESS)

LOCAL AGENCY:

(LOCAL AGENCY)

(NAME) , Contract Administrator

(ADDRESS)

ARTICLE XXXIII CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXIV SIGNATURES

(Name of LOCAL AGENCY)	(Name of CONSULTANT)
_____(Signature)_____	____(Signature)_____
(Name of Signer)	(Name of Signer)
Date: _____	Date: _____

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: **APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4538 WITH THE LOS ANGELES CONSERVATION CORPS FOR THE COMMUNITY CLEANUP AND EMPLOYMENT PATHWAY (CCEP) GRANT PROGRAM**

DATE: June 24, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Professional Services Agreement No. 4538 (Attachment A) with the Los Angeles Conservation Corps for the Community Cleanup and Employment Pathways (CCEP) Grant Program in an amount not-to-exceed $175,000; and
2. Authorize the City Manager to execute the agreement in good faith; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Funding for the proposed agreement is available through the Community Cleanup and Employment Pathway (CCEP) Grant Program awarded by the California Department of Transportation (Caltrans). On March 11, 2026, the City Council accepted $200,000 in grant funding for the implementation of community cleanup, beautification, and workforce development activities along Lincoln Avenue between Avenida De La Merced and San Gabriel Boulevard.

The proposed agreement with the Los Angeles Conservation Corps will utilize $175,000 of the awarded grant funds and will be charged to Account No. 265-30-335-6040.10 (Grants, Public Works, Caltrans Community Cleanup–Employment Pathway, Contract Services-Outside Contracts). The remaining grant funds will be reserved for project administration, disposal costs, and other eligible project-related expenses as indicated in attachment E of the Clean California Local Grant Program Restricted Agreement

(Attachment B). The adopted Fiscal Year 2026-27 budget includes these appropriations ($200,000). Therefore, the recommended actions do not require a budget amendment.

BACKGROUND/DISCUSSION:

The Community Cleanup and Employment Pathway (CCEP) Grant Program, a component of Caltrans' Clean California initiative, provides funding for community beautification projects while creating workforce development opportunities for individuals facing barriers to employment. The program focuses on litter abatement, illegal dumping removal, environmental stewardship, and public engagement activities that enhance the quality of life for residents.

On March 11, 2026, the City Council accepted a $200,000 CCEP grant award from Caltrans to support cleanup and beautification efforts along Lincoln Avenue between Avenida De La Merced and San Gabriel Boulevard. As part of the City's grant application, staff identified the Los Angeles Conservation Corps (LACC) as the intended workforce development partner due to the organization's extensive experience in providing employment training, environmental stewardship, and community improvement services throughout Los Angeles County. The partnership with LACC was a key component of the City's grant proposal and aligned with the program's objective of combining community cleanup efforts with workforce development opportunities.

Under the proposed agreement, LACC will provide supervised work crews to perform litter removal, vegetation management, illegal dumping abatement, right-of-way maintenance, community cleanup events, and public outreach activities within the project area. In addition, the program will provide participants with paid work experience, OSHA-10 and First Aid/CPR certifications, career development training, and job readiness support. The proposed $175,000 agreement will fund workforce development and community cleanup services consistent with the goals of the Clean California Program.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend that the City Council approve Professional Services Agreement No. 4538 (Attachment A) with the Los Angeles Conservation Corps (LACC) to provide workforce development and community cleanup services in support of the Community Cleanup and Employment Pathway (CCEP) Grant Program. The agreement shall be in an amount not-to-exceed $175,000 and funded through Account No. 265-30-335-6040.10 (Grants, Public Works, Caltrans Community Cleanup–Employment Pathway, Contract Services-Outside Contracts).

Staff further recommends that the City Council authorize the City Manager to execute the agreement and any related documents necessary to implement the program on behalf of the City.

ATTACHMENT(S)

1. Attachment A - Agreement No. 4538 - Los Angeles Conservation Corp
2. Attachment B - 07-CCEP-13_CCEP-5247(028)_RGA_City of Montebello_Final

CITY OF MONTEBELLO
PROFESSIONAL ON-CALL SERVICES AGREEMENT NO. 4538 WITH LOS ANGELES CONSERVATION CORPS

THIS PROFESSIONAL ON-CALL SERVICES AGREEMENT ("Agreement") is made and entered on **June 24, 2026** ("Effective Date"), by the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and LOS ANGELES CONSERVATION CORPS, a California Nonprofit corporation (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, Community Cleanup and Employment Pathway (CCEP) Grant Program, a component of Caltrans' Clean California initiative, provides funding for community beautification projects while creating workforce development opportunities for individuals facing barriers to employment; and

WHEREAS, on March 11, 2026, the City Council accepted $200,000 in grant funding for the implementation of community cleanup, beautification, and workforce development activities along Lincoln Avenue between Avenida De La Merced and San Gabriel Boulevard; and

WHEREAS, the proposed agreement with the CONSULTANT will utilize $175,000 of the awarded grant funds; 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.

WHEREAS, the CITY desires to engage the CONSULTANT to perform the services more particularly described in Exhibit A, Scope of Services, subject to the terms and conditions of this Agreement.

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. Exhibit A – Scope of Services and Schedule of Compensation
3. All other documents, including but not limited to insurance certificates, endorsements, permits, notices, schedules, forms, certifications, and related documents required under this Agreement.

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

SECTION 2. SERVICES / COMPENSATION.

A. The CONSULTANT shall provide supervised work crews to perform litter removal, vegetation management, illegal dumping abatement, right-of-way maintenance, community cleanup events, and public outreach activities within the project area. In addition, the program will provide participants with paid work experience, and related services in support of the City of Montebello's cleanup efforts along Lincoln Avenue between Avenida De La Merced and San Gabriel Boulevard as more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

B. The CONSULTANT shall furnish all labor, supervision, equipment, materials, supplies, transportation, subcontractors, vendors, marketing services, event management services, and incidentals necessary to perform the Professional Services described in Exhibit A unless otherwise specified therein.

C. The Parties acknowledge that the total compensation shall not exceed **One Hundred Seventy-Five Thousand Dollars** ($175,000).

D. The CONSULTANT shall submit itemized invoices and supporting documentation identifying services performed and expenses incurred. Payment shall be made through the City's normal accounts payable process upon approval by the City Manager or designee.

E. The CONSULTANT shall not incur costs or obligations in excess of the authorized compensation amount without the prior written approval of the CITY.

SECTION 3. TERM.

This Agreement shall commence upon issuance of the Notice to Proceed by the CITY and shall remain in full force and effect through **July 30, 2027**, unless earlier terminated or extended in accordance with the provisions of this Agreement.

The CONSULTANT shall perform such services in accordance with the schedule and scope approved by the CITY.

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.

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 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 CONTRACTOR.

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

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

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

SECTION 12. PERS ELIGIBILITY INDEMNITY.

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

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

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll

in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

The 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. CITY shall not be required to indemnify, defend, protect or hold harmless the CONSULTANT.

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 subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONSULTANT shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed subcontractor, 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 subcontractors. 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 the 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.

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 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

With a copy to:
City of Montebello – Department of Public Works
Attn: Cesar Roldan, Director of Public Works
1600 West Beverly Boulevard Montebello, CA 90640
(323) 887-1460
Email: croldan@montebelloca.gov

If to CONSULTANT:
Los Angeles Conservation Corps
Attn: Alex Lopz, Senior Program Director
Address: P.O. Box 861658
Los Angeles, CA 90086-1658
(213) 944 -
1078
Email: alopez@lacorps.org

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 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONSULTANT shall not discriminate against any employee, subcontractor, 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 subcontractor 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.

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 t h e 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 24. 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	**Los Angeles Conservation Corps**
Raul Alvarez, City Manager	Alex Lopez, Senior Program Director

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Scope of Services and Schedule of Compensation

EXHIBIT "A" – SCOPE OF SERVICES
AND SCHEDULE OF COMPENSATION

LA CONSERVATION CORPS
Transforming Youth. Enhancing Communities.

Mailing Address
P.O. Box 861658, Los Angeles, CA 90086-1658

Los Angeles Conservation Corps

Community Cleanup and Employment Pathway (CCEP) Grant Program Proposal

City of Montebello – Lincoln Avenue Community Cleanup Project

Project Overview

The Los Angeles Conservation Corps (LA Corps) is pleased to partner with the City of Montebello in implementing the Community Cleanup and Employment Pathway (CCEP) Grant Program funded through Clean California. Through this partnership, LA Corps will provide workforce development, community cleanup, beautification, environmental stewardship, and employment pathway services focused along the Lincoln Avenue corridor between Avenida De La Merced and San Gabriel Boulevard.

The project will support the City's efforts to address litter, illegal dumping, vegetation overgrowth, public safety concerns, and neighborhood beautification while simultaneously creating paid employment opportunities and career pathways for young adults. This initiative aligns with the goals of the Clean California Program by improving public spaces, promoting environmental stewardship, enhancing community pride, and providing meaningful workforce development opportunities for individuals facing barriers to employment.

About the Los Angeles Conservation Corps

Established in 1986, the Los Angeles Conservation Corps is one of the nation's largest and most respected urban conservation corps programs. For over four decades, LA Corps has empowered young adults through paid work experience, education, workforce development, certifications, and supportive services while completing projects that improve communities throughout Los Angeles County.

The Corps serves young adults ages 18 through 26, many of whom face barriers to employment, education, or economic opportunity. Through a proven workforce development model, Corpsmembers earn wages while gaining valuable hands-on experience, industry-recognized certifications, life skills training, and career readiness support that prepare them for long-term employment, apprenticeships, military service, higher education, and careers in public service.

Over the years, LA Corps has successfully partnered with Caltrans, CAL FIRE, Cal OES, Los Angeles County, the City of Los Angeles, Los Angeles Sanitation, Los Angeles Department of Water and Power, Metro, local municipalities, school districts, and numerous nonprofit organizations to deliver environmental stewardship, conservation, disaster response, public works, urban forestry, beautification, and workforce development programs throughout Southern California.

The organization has established a strong reputation for accountability, safety, quality service delivery, workforce development excellence, and measurable community impact.

Scope of Services

LA Corps will provide trained and supervised work crews to perform a variety of community cleanup, beautification, and environmental stewardship activities within the City of Montebello.

Services may include general litter collection and abatement, illegal dumping removal, bulky item collection and disposal coordination, weed abatement, vegetation management, fuel reduction activities, non-native and invasive vegetation removal, tree and stump removal, public right-of-way maintenance, community cleanup events, volunteer support activities, public outreach, flyer distribution, and environmental education efforts.

The project is anticipated to remove approximately forty cubic yards of litter, debris, illegally dumped materials, vegetation, and other waste from targeted public spaces. Whenever feasible, waste materials will be sorted and recycled to support environmental sustainability goals. Any hazardous materials encountered during project activities will be properly documented, reported, and coordinated for removal by the appropriate agency or licensed contractor.

Workforce Development and Local Hiring

A core component of this project is workforce development and employment pathway creation for young adults ages 18 to 26.

LA Corps will conduct recruitment orientations and outreach activities in partnership with local nonprofit organizations, workforce development partners, schools, and WorkSource Centers. Outreach efforts will include the City of Montebello and surrounding communities to promote employment, training, and career development opportunities available through the Los Angeles Conservation Corps. These efforts are intended to connect interested young adults with paid work experience, industry-recognized certifications, workforce development services, and career pathway opportunities.

Interested applicants will apply through the Los Angeles Conservation Corps recruitment process and website.

Prior to field deployment, newly hired participants will complete a five-day paid onboarding program that includes Human Resources intake and onboarding, Corpsmember Development Department orientation, OSHA 10 Certification Training, Standard First Aid and CPR Certification, hand tool safety and operations training, Corpsmember Handbook review, workplace policies, job readiness preparation, professional development training, and additional field safety and environmental stewardship instruction.

Throughout the project, Corpsmembers will receive ongoing support services that may include career coaching, case management, educational support, resume development, interview preparation, financial literacy training, employment referrals, job placement assistance, and barrier removal services designed to support long-term success and economic self-sufficiency.

Participants will gain valuable paid work experience, certifications, and transferable skills that prepare them for careers in public works, environmental services, conservation, construction, urban forestry, utilities, and related industries.

Project Staffing and Operations

LA Corps proposes deployment of conservation work crews operating Monday through Friday from 7:00 a.m. to 2:30 p.m. on a portal-to-portal basis.

Each crew will consist of one (1) Crew Supervisor and five (5) Young Adult Corpsmembers who are responsible for performing project-related cleanup, beautification, vegetation management, and workforce development activities. Crews will be supported by LA Corps management staff who provide project oversight, coordination, safety compliance, reporting, and quality assurance.

LA Corps will provide all necessary hand tools and standard field equipment required to perform the work safely and efficiently. Each crew will be assigned one (1) six-passenger work vehicle for transportation of personnel, tools, equipment, and debris as needed.

All crew members will be equipped with appropriate personal protective equipment (PPE) and uniforms, including hard hats, safety glasses or goggles, work gloves, high-visibility safety vests, work boots, and Los Angeles Conservation Corps uniforms. Additional safety equipment will be provided as required based on project activities and site-specific conditions.

Crews will report daily to the Los Angeles Conservation Corps East Los Angeles Center located at 1020 South Fickett Street, Los Angeles, California 90023, and will operate under established safety protocols, training requirements, and quality control procedures.

Reporting and Performance Tracking

LA Corps utilizes ArcGIS Survey123 technology to document all project activities and deliverables. This platform provides GPS location tracking, before-and-after photographs, service request documentation, production reporting, and measurable performance metrics.

Project accomplishments can be tracked and reported using quantifiable units including square feet, linear feet, cubic yards, and individual service counts. Reporting data can be used to generate maps, progress reports, production summaries, and supporting documentation for the City of Montebello, Caltrans, and other stakeholders.

This system provides transparency, accountability, and real-time documentation of project accomplishments throughout the duration of the grant.

Budget and Cost Structure

LA Corps proposes a daily crew rate of $1,834.35.

The fully burdened labor rate includes Corpsmember wages, crew supervision, project management, workforce development services, recruitment activities, crew transportation, general liability insurance, workers' compensation insurance, hand tools, administrative support, and management costs associated with project delivery.

The daily rate does not include disposal fees, landfill charges, recycling fees, specialty equipment rentals, heavy equipment, materials, or other extraordinary project expenses.

Based on the available allocation of $175,000, the majority of project funding will support crew deployment and workforce development activities. Should disposal services, bulky item hauling, landfill fees, recycling costs, or equipment rentals be required, a portion of the project budget may be allocated to support those needs in coordination with the City.

Community Benefit

This partnership creates meaningful value for both the City of Montebello and the young adults served by the Los Angeles Conservation Corps.

For Montebello residents, the project will improve neighborhood appearance, reduce litter and illegal dumping, enhance public safety, beautify public spaces, support environmental stewardship, and increase community pride. The project will contribute to cleaner streets, safer public spaces, and a healthier environment for residents, businesses, and visitors.

For participating Corpsmembers, the project provides paid employment, industry-recognized certifications, workforce development training, life skills development, support services, and career pathway opportunities that can lead to long-term employment and economic self-sufficiency.

The partnership between the City of Montebello and the Los Angeles Conservation Corps reflects a shared commitment to investing in people while improving communities. By combining community cleanup and beautification with workforce development and employment pathways, this project will produce measurable environmental, economic, and social benefits that extend well beyond the grant period.

Clean California Local Grant Program (State)

Restricted Grant Agreement

This Restricted Grant Agreement (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and the **CITY OF MONTEBELLO**, hereinafter referred to as **AGENCY**, will commence on **April 15, 2026**, or upon approval by **CALTRANS**, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of this RGA and before receipt of Notice to Proceed from **CALTRANS**. This RGA shall expire on **November 30, 2027**.

Recitals

1. Under this RGA, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-130-0001, who will implement the project pursuant to the attached Approved Grant Application and Amendment(s) to Grant Application, Attachment III under the terms, covenants, and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.
3. WHEREAS, the Clean CA Program, through its Clean CA Local Grants Program, is authorized under California Streets and Highways Code Section 91.41 to provide funding and resources to support local projects that advance the program's goals and objectives;
4. WHEREAS, California Streets and Highways Code Section 91.41 provides the legislative authority for the Clean CA Program to advance the following intent and objectives:
    a. Reduce Waste and Beautify Public Spaces: The primary goal of the program is to allocate grants to local and regional public agencies, transit agencies, and tribal governments to reduce waste and debris within public rights-of-way, tribal lands, parks, pathways, transit centers, and other public spaces. The program aims to enhance, rehabilitate, restore, or install measures to beautify and improve these public spaces.
    b. Improve Public Health and Community Placemaking: The program seeks to enhance public health, cultural connection, and community placemaking by improving public spaces for walking and recreation. By investing in the improvement of these spaces, it aims to create a positive and welcoming environment for the community.
    c. Promote Equity for Underserved Communities: The program places a strong emphasis on advancing equity for underserved communities.
    d. Support Sustainable Practices: The program encourages the implementation of sustainable practices in the beautification and enhancement of public spaces. This includes greening efforts, such as providing shade and reducing the urban heat island effect, as well as using native, low-water plants.
    e. Engage Local Communities: The program promotes community engagement by requiring project proposals to reflect community priorities. It encourages the involvement of local communities in the development and selection of projects to ensure they meet the needs and preferences of the affected population.
    f. Prohibit Displacement of Persons Experiencing Homelessness: The program prohibits

grants from funding projects that displace persons experiencing homelessness. This reflects the intention to address public space improvements without negatively impacting vulnerable populations.

g. Transparent and Efficient Grant Allocation: The program requires the program to issue a call for projects and announce grant awards. The guidelines for allocating grants must include project selection criteria and program evaluation metrics.

5. WHEREAS, the purpose of this RGA is to authorize Caltrans districts to enter into agreements with local agencies to support the development, implementation, and funding of local agencies partnership projects that align with the goals and priorities of the Clean CA Program and comply with California Streets and Highways Code Section 91.41;
6. WHEREAS, this RGA establishes a framework for Caltrans districts to provide financial contributions and other assistance to local agencies, fostering effective collaboration and coordination to deliver successful transit partnership projects;
7. WHEREAS, this RGA emphasizes transparency, objective evaluation, and fair allocation of resources, ensuring that projects scoring higher based on established criteria receive prioritization for funding and implementation;
8. WHEREAS, the Clean CA Program facilitates collaboration between Caltrans districts and local agencies to support litter abatement and public space beautification efforts on locally owned public right-of-way while creating workforce development opportunities for individuals facing barriers to employment that align with the goals and priorities of the Clean CA Program and comply with California Streets and Highways Code Section 91.41;
9. WHEREAS, the Clean CA Program, in partnership with Caltrans districts, seeks to enhance local right-of-way areas to address waste management challenges, graffiti mitigation, and public space beautification, thereby contributing to create cleaner, safer, and more equitable public spaces throughout California;
10. WHEREAS, the Clean CA Program, established by the State of California, is a transformative initiative which promotes sustainable transportation alternatives, reducing greenhouse gas emissions, and combatting climate change to improve the overall quality of life for residents and visitors of California;
11. WHEREAS, the Clean CA Program envisions a comprehensive approach to address transportation challenges, enhance transit infrastructure, and support local agencies in their efforts to create efficient, safe, and environmentally friendly transit options;
12. NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the Parties enter into this RGA to advance the purpose and intent of the Clean CA transit initiative, harnessing the legislative authority provided under California Streets and Highways Code Section 91.41, and collaborating on transit partnership projects that contribute to a sustainable, innovative, and well-connected transportation network throughout the State of California.

Now, Therefore, based upon the terms, covenants, and conditions of this RGA, the parties agree as follows:

Section I

AGENCY Agrees:

To timely and satisfactorily complete all Project work described in **Attachment III** ("Project Work") within the project budget and in accordance with the items of this RGA.

Section II

CALTRANS Agrees:

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

Section III

It Is Mutually Agreed:

1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-130-0001, and **AGENCY** will use the funds to only conduct the scope of work identified in this agreement and authorized by Streets and Highway Code section 91.41 The funds subject to this RGA must be identified as available to a public entity that is responsible for implementing the scope of work authorized under the Clean California Program in **CALTRANS**' budget, and **AGENCY** represents and warrants that it is a public entity that is responsible for implementing the scope of work authorized under the Clean California Program.
2. Under this restricted grant, funds may be only used for the purposes set forth in this RGA, **AGENCY** Resolution **(Attachment IV),** Approved Grant Application and Amendment(s) to Grant Application **(Attachment III)**, and the Grant Program Guidelines (**Attachment I**), and the funds may only be used for costs and expenses that are directly related to such purpose.
3. **AGENCY** shall perform all the duties and obligations described in **Lincoln Avenue Cleanup from San Gabriel Boulevard to Avenida De La Merced,** hereinafter "Project", subject to the terms and conditions of this RGA and Approved Grant Application and Amendment(s) to Grant Application **(Attachment III)**, which are attached hereto as **Attachment III**.
4. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above-described Project is attached hereto as **Attachment IV**.
5. All services performed by **AGENCY** pursuant to this RGA shall be subject to and performed in accordance with California Streets and Highways Code §91.41 including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local laws, regulations, and ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the Grant Program Guidelines (**Attachment I**).

   California Government Code Section 14460(a)(1) provides: "The department **[CALTRANS]**, and external entities that receive state and federal transportation funds from the department, are spending those funds efficiently, effectively, economically, and in compliance with applicable state and Federal requirements. Those external entities include, but are not limited to, private for profit and nonprofit organizations, local transportation agencies, and other local agencies that receive transportation funds either through a contract with the department or through an agreement or grant administered by the department."

6. Project funding is as follows:

Fund Title	Fund Source	Dollar Amount
Clean California Funds	State General Fund (0001) Budget Item 2660-130-0001 State Program Code 20.30.010.900 FY 2025/26 **Local Match/In-Kind**	 $200,000.00 $0.00
	Total Project Costs	**$200,000.00**

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for encumbrance.			
Mekbib Woldegebriel	*Mekbib Woldegebriel*	04/27/2026	$200,000.00
Accounting Officer Printed Name	Accounting Officer Signature	Date	Amount Certified

7. This RGA is exempt from the legal review and approval by the Department of General Services, pursuant to Legal Opinions of the Attorney General: 58 Ops. Cal. Atty. Gen. 586 (1975), 63 Ops. Cal. Atty. Gen. 290 (1980), 74 Ops. Cal. Atty. Gen. 10 (1991), and 88 Ops. Cal. Atty. Gen. 56.

8. Notification of Parties

   a. **AGENCY's** Project Manager for Project is Cesar Roldan, (323) 887-1462.

   b. **CALTRANS'** District Partnership Liaison is Shirin Parsa, (213) 503-1765. "District Partnership Liaison" as used herein includes his/her designee.

   c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

   CITY OF MONTEBELLO
   Attention: Cesar Roldan, Director of Public Works
   Phone Number: (323) 887-1462
   Email: croldan@montebelloca.gov
   1600 W. Beverly Blvd
   Montebello, California 90640

   California Department of Transportation, District Partnership Liaison
   District 7 /Clean California
   Attention: Shirin Parsa, TE/Grant Manager
   Phone Number: (213) 503-1765
   Email: shirin.parsa@dot.ca.gov
   100 S. Main St.

Los Angeles, California 90012

9. Period of Performance

   a. Reimbursable work under this RGA shall begin no earlier than on **April 15, 2026**, following the written approval of **CALTRANS** and **AGENCY's** receipt of the Notice to Proceed letter of this RGA by **CALTRANS.** All reimbursable work shall terminate no later than **July 30, 2027**. Project closeout and final invoicing to **CALTRANS** must be submitted no later than **November 30, 2027**. Work incurred after **July 30, 2027,** will not be reimbursed. Payment shall be forfeit for any and all invoicing submitted to **CALTRANS** after **November 30, 2027**. Notwithstanding the foregoing, Caltrans will reimburse for actual close out costs incurred by **AGENCY** through **November 30, 2027** (which, in total, shall not exceed 5% of the grant award).

   b. If requested by the **CALTRANS District Partnership Liaison, AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed sent by **CALTRANS**.

10. Changes in Terms/Amendments

    This Agreement may only be amended or modified by mutual written agreement of the parties.

11. Cost Limitation

    a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **$200,000.00**.

    b. It is agreed and understood that the Clean CA funds are limited to the amount granted. **CALTRANS** will only reimburse the cost of services actually incurred in accordance with the provisions of this RGA and as authorized by the **CALTRANS District Partnership Liaison** at or below that fund limitation established herein.

12. Termination

    a. **CALTRANS** reserves the right to terminate this RGA upon written notice to **AGENCY** at least 30 days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** failed to proceed with PROJECT Work in accordance with the terms of this RGA. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination. **AGENCY** shall return any unused advance amounts which cannot be supported by eligible expenditure documentation.

    b. This RGA may be terminated by either party for any reason by giving written notice to the other party at least 30 days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all costs that are expressly allowable, pre-authorized in writing, and non-cancellable, up to the date of termination.

    c. **AGENCY** has 60 days after the Termination Date to submit accurate invoices to **CALTRANS** to make final allowable payments for Project costs in accordance with the terms of this RGA. Failure to submit invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs. Costs that are reimbursed and later determined to be ineligible for reimbursement shall be returned by **AGENCY** to **CALTRANS**.

13. Budget Contingency Clause

    a. It is mutually agreed that if the US Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA do

not appropriate sufficient funds for the program, this RGA shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this RGA and **AGENCY** shall not be obligated to perform any provisions of this RGA.

b. The certification of FY 2025/26 funds will be contingent upon the passage of the FY 2023/24 Budget. Payment for any work performed that is funded by FY 2023/24 will be delayed if the FY 2023/24 Budget is not signed by June 30, 2023. Pursuant to Government Code (GC), Section 926.10, no late payment penalty shall accrue during any time period for which no Budget Act in effect. If funding for any fiscal year is reduced or deleted by US Congress or State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this RGA with no liability occurring to **CALTRANS** or offer an RGA Amendment to **AGENCY** to reflect reduced amount.

14. Payment and Invoicing

a. **AGENCY**, its contractors, subcontractors and sub-recipients, shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP) and any standards specified by the source of funds, to enable the determination of incurred costs at interim points of completion, and to provide support for reimbursement payment vouchers or invoices.

b. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this RGA and in the performance of the Approved Grant Application and Amendment(s) to Grant Application **(Attachment III)**. **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs, and including, but not limited to, labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project Work. Indirect costs are reimbursable only if the **AGENCY** has identified the estimated indirect cost rate in **Attachment II** and an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III–Cost Principles, Item 16d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III–Cost Limitations, Item 11a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment III** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.

c. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this RGA and in the performance of Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date but must have also paid for those costs to claim any reimbursement.

d. The **AGENCY** indirect cost rate must be approved in writing by the California Department of Transportation Independent Office of Audits and Investigations or federal cognizant agency before any reimbursement payment is made by **CALTRANS** to **AGENCY** for such cost.

e. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its subrecipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel

Guide Exception Process at the following link: https://travelpocketguide.dot.ca.gov/.

Also see website for summary of travel reimbursement rules.

f. **AGENCY** shall submit invoices to **CALTRANS** at least quarterly, but no more frequently than monthly, in arrears upon completion of project tasks, milestone and/or deliverables in accordance with the Project Timeline in **Attachment III** to the satisfaction of **CALTRANS District Partnership Liaison**

g. Invoices shall reference this RGA Number and shall be signed and submitted to **CALTRANS District Partnership Liaison**, as stated in **Section III–Notification of Parties, Item 8c**.

h. Invoices shall include the following information:

   1) Names of the **AGENCY** personnel performing work

   2) Dates and times of Project Work

   3) Locations of Project Work

   4) Itemized costs as set forth in **Attachment III**, including identification of each employee, contractor or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each employee, contractor, sub-recipient or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, subrecipient and subcontractor invoices.

   5) **AGENCY** shall submit written progress reports with each set of invoices to allow **CALTRANS District Partnership Liaison** to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

i. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per Section III–Termination, Item 12.

j. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least quarterly, but no more frequently than monthly, in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.

k. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date this RGA expires. **AGENCY** has until **July 30, 2027,** to make final allowable payments to Project contractors or vendors, and November 30, 2027, to submit the Project's Final Report, as defined in Attachment I and a final invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the 60th day from RGA Expiration Date will be reverted and will no longer be accessible to reimburse late Project invoices contractor.

l. The final invoice will be paid upon submission by **AGENCY** to **CALTRANS** and acceptance by **CALTRANS** of the Final Delivery Report. Complete final delivery reports and invoices must be submitted to **CALTRANS** by **November 30, 2027**.

15. Quarterly Progress Reporting

a. AGENCY shall submit written quarterly progress reports to the **CALTRANS District Partnership Liaison** to determine if **AGENCY** is performing to expectations, is on schedule,

is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

16. Cost Principles

    a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

    b. **AGENCY** agrees, and will assure that its contractors, sub-recipients, in-kind contributors, and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.

    c. Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due CALTRANS within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.

    d. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must have identified estimated indirect cost rate in **Attachment II,** prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf

    e. **AGENCY** agrees and shall require that all its agreements with consultants and subrecipients contain provisions requiring adherence to this section in its entirety **except for section c**, **above**.

17. Americans with Disabilities Act

    By signing this Agreement, **AGENCY** assures **CALTRANS** that in the course of performing Project Work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC Section 12101 et seq.).

18. Iran Contracting Act

    AGENCY must complete and submit to **CALTRANS** the Iran Contracting Act Certification certifying that it is not on the most current DGS list of Entities Prohibited from Contracting with Public Entities

in California per the Iran Contracting Act, 2010 (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses), before the Agreement has been executed, unless Agency or its contractor(s) is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the proposed Agency or its contractor(s) shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) before execution of the Agreement.

19. Indemnification

    a. Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, its contractors, its subrecipients, or its subcontractors under or in connection with any work, authority, or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY** shall fully defend, indemnify, and save harmless **CALTRANS** and all of **CALTRANS**' officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortuous, contractual, likeness statutes under California Civil Code §§ 3344 and 3344.1, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients, or subcontractors under this RGA.

    b. **AGENCY** agrees to fully defend, indemnify, and save harmless **CALTRANS** and all of its officers and employees from any and all claims, lawsuits, or legal actions, including reasonable attorneys' fees and legal costs, relating to intellectual property claims arising from or related to the Project and/or any work procured under this RGA, including but not limited to claims based on (1) U.S. federal or state trademark infringement laws, (2) patent infringement laws (3) 17 U.S.C. §§ 101-810 (the Copyright Act of 1976, as modified), (4) 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA"), (5) 17 U.S.C. § 113, (6) California Civil Code § 987 (the California Art Preservation Act), California Civil Code §989, or (7) any other rights arising under U.S. federal or state laws or under the laws of any other country that conveys rights and protections of the same nature as those conveyed under 17 U.S.C. §106A(a) and California Civil Code §987, including intellectual property claims arising from or related to breach of contract, inverse condemnation, conversion, and/or taking of property.

20. Nondiscrimination Clause (2 CCR 11105 Clause b)

    a. During the performance of this RGA, the **AGENCY**, its contractors, its subrecipients, and its subcontractors shall not deny the contract'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 discriminate unlawfully 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. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

    b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1,

Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.

c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.

d. **AGENCY** and its contractors, its sub-recipients, and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under this RGA.

21. Retention of Records/Audits

a. **AGENCY**, its contractors, subcontractors, and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b. **AGENCY**, its contractors, subcontractors, and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors, and sub-recipients upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.

c. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** contracts with third parties pursuant to Government Code Section 8546.7**, AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS**, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the

California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.

d. **AGENCY**, its subrecipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.

e. Additionally, all grants may be subject to a pre-award audit prior to execution of this RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.

f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA shall contain all the provisions of this article.

22. Adjudication of Facts in Disputes

a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The **CALTRANS** Contract Officer shall issue a written decision within 30 days of receipt of the dispute. If **AGENCY** rejects the decision of the **CALTRANS** Contract Officer, **AGENCY** can pursue any and all remedies authorized by law. Neither party waives any rights to pursue remedies authorized by law.

b. Neither the pendency of a dispute nor its consideration by **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of this RGA.

23. Third-Party Contracts

a. **AGENCY** shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted to a third party without prior written authorization by the **CALTRANS District Partnership Liaison** unless expressly included (subrecipient identified) in **Attachment III** as Project Work.

b. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY's** laws, rules, and ordinances governing procurement and all applicable provisions of State law, including, without limitation, the requirement that the **AGENCY** endeavor to obtain at least three (3) competitive bids for solicitation of goods, services, and consulting services (see Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code); a qualifications-based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Title 1, Division 5, Chapter 10 of the Government Code); and, the applicable provisions of the State Contracting Manual (SCM), Chapter 5, which are not inconsistent with this **Item 23, Third Party Contracts**. The SCM can be found and the following link: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting.

c. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors, must be submitted to the **CALTRANS District Partnership Liaison**.

d. **CALTRANS** does not have a contractual relationship with the **AGENCY's** subrecipients, contractors, or subcontractors, and the **AGENCY** shall be fully responsible for all work performed by its subrecipients, contractors, or subcontractors.

e. Prior authorization in writing by the **CALTRANS District Partnership Liaison** shall be required before **AGENCY** enters into any non-budgeted sub-agreement. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices per **Section III–Payment and Invoicing**, **Item 14(h)(4)**, **above**.

f. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subrecipients, contractors, and subcontractors, will be allowable as Project costs only after those costs are incurred and paid for by the subrecipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III–Payment and Invoicing**, **Item 14c**, **above**.

24. Drug-Free Workplace Certification

By signing this RGA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Sections 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

   1) The dangers of drug abuse in the workplace.

   2) The person's or organization's policy of maintaining a Drug-Free workplace.

   3) Any available counseling, rehabilitation, and employee assistance programs.

   4) Penalties that may be imposed upon employees for drug abuse violations.

c. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:

   1) Will receive a copy of the company's Drug-Free policy statement.

   2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

d. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future state contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to

carry out the requirements as noted above.

25. Relationship of Parties

It is expressly understood that this agreement is executed by and between two (2) independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

26. State-Owned Data

a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:

1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.

2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.

3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.

4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.

5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.

6) Notify the **CALTRANS District Partnership Liaison** immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.

7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.

b. **AGENCY** agrees to use the State-owned data only for State purposes under this Agreement.

c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) (State Administrative Manual (SAM) Section 5335.1).

27. CALTRANS' Use of "Before" and "After" Project Photographs

a. **AGENCY** acknowledges it provided a "Before" photograph of the Project with the **AGENCY**'s application for the Clean California Local Grant Program. **AGENCY** acknowledges and agrees it must provide an "After" photograph of the Project as part of the close out reporting process.
b. **AGENCY** warrants it is the copyright owner of the "Before" and "After" Project photographs.
c. Neither the "Before" nor "After" Project photographs shall include the faces of any

individuals.

d. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the "Before" and "After" Project photographs, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
e. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

28. Limited Grant of Rights to **CALTRANS** for Use of Educational Programming ("educational programming") Created or Produced for Project and Visual Art Located Outside of State Right-of-Way ("**Artwork**") Created or Produced for Project

a. Educational programming:

i. **AGENCY** shall obtain from any and all copyright owner(s) of educational programming a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.

ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.

iii. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

iv. To the extent any logos, including trademarks or service marks, belonging to third parties and/or the **AGENCY** are used on educational programming created or produced for Project under this RGA, **AGENCY** agrees to obtain and grant all necessary rights for **CALTRANS** to use and allow agents of **CALTRANS** to use the logos in connection with use of the educational programming for non-commercial purposes or State government purposes. This includes but is not limited to reproductions used in brochures, media publicity, public outreach

campaigns (including television and social media campaigns), education and exhibition catalogues or other similar publication. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

b. **Artwork**:

i. **AGENCY** shall obtain from the artist(s), or any other copyright owner(s) of **Artwork**, a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.

ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.

iii. **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

29. Government Purpose Rights for Inventions

a. Inventions are any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by **AGENCY** or jointly with the **AGENCY's** contractor, subcontractor and/or subrecipient during the term of this RGA and in performance of any work under this RGA, provided that either the conception or reduction to practice thereof occurs during the term of this RGA and in performance of work issued under this RGA.

b. **CALTRANS** will have Government Purpose Rights to any inventions created as a result of the Project. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose any said invention. "Government Purpose Rights" also include the right to release or disclose said invention(s) outside **CALTRANS** for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the invention(s) for any State government purpose. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the invention(s)

for any commercial purpose.

30. Additional Intellectual Property Provisions

a. To the extent any intellectual property is created or produced for Project under this RGA, and not covered in other provisions of this RGA, **AGENCY** agrees to take reasonable steps to ensure that **CALTRANS** has the rights necessary to allow for use of the intellectual property in a fashion substantially similar to other rights for non-commercial uses and State government purposes described in this RGA.

b. If additional uses are reasonably determined to be needed by **CALTRANS** for public outreach purposes, **AGENCY** will obtain rights and grant **CALTRANS** and its agents said additional rights for use of the "Before" and "After" Project photos, **Artwork** created or produced for Project under this RGA, and educational programming created or produced for Project under this RGA. The grant will be an irrevocable, non-exclusive, perpetual, royalty-free, sublicensable, unlimited, worldwide license.

c. When requested to so do by **AGENCY**, all reproductions and/or copies by **CALTRANS** of "Before" or "After" Project photographs, educational programming, and **Artwork** shall contain a credit to the Artist/ Copyright owner(s) and a copyright notice in substantially the following form: © [Artist/Copyright owner's name, date of publication]. **AGENCY** bears sole responsibility to promptly notify **CALTRANS,** in writing**,** about instances where such accreditation is requested and provide the Artist/ Copyright owner's name and date of publication. **CALTRANS** will make reasonable efforts to affix the copyright notice in a timely manner.

d. Required disclaimer language for educational programming and **Artwork** created or produced for Project under this RGA.

i. Educational programming: **AGENCY** must place a disclaimer statement in a conspicuous manner on the educational programming created or produced for Project under this RGA a disclaimer that states the content of the educational programming does not reflect the official views or policies of **CALTRANS**. The educational programming does not constitute a standard, specification, or regulation.

ii. **Artwork**: **AGENCY** must place a disclaimer statement in a conspicuous manner on or in close proximately to the **Artwork** created or produced for Project under this RGA a disclaimer statement that the contents of the artwork do not reflect the official views or policies of **CALTRANS**.

e. Avoidance of Infringement: In performing work under this RGA, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.

f. **Contractors, Subcontractors, and Subrecipients:** Through contract with its sub-recipients, contractors, and subcontractors, **AGENCY** shall affirmatively bind by contract all of its contractors, subcontractors, subrecipients, and service vendors (hereinafter "**AGENCY's Contractor/Subcontractor/Subrecipient**") providing services under this RGA to conform to the provisions of paragraphs 31-33 of this RGA. In performing services under this RGA, **AGENCY's** Contractor/Subcontractor/Subrecipient shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY's** Contractor/Subcontractor/Subrecipient becomes aware of any such possible

infringement in the course of performing any work under this RGA, **AGENCY's** Contractor/Subcontractor/Subrecipient shall immediately notify the **AGENCY** in writing, and **AGENCY** will then immediately notify **CALTRANS** in writing.

31. Visual Art Located on California State Right-of-Way

AGENCY agrees if Project involves visual art located on California State right-of-way, Project must be submitted and adhere to **CALTRANS**' most current Transportation Art Proposal process, policies, guidelines, and requirements. Information regarding **CALTRANS**' Transportation Art program can be found at https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-j-transportation-art. **AGENCY** bears sole responsibility for ensuring that any Project will be timely submitted through **CALTRANS**' Transportation Art Proposal process, approved, and installed prior to any deadlines as required by this RGA.

a. **AGENCY** acknowledges that funds provided by **CALTRANS** under this RGA shall not be used for maintenance outside of the project time limits as provided in this RGA.

b. **AGENCY** acknowledges that the **CALTRANS**' Transportation Art Proposal process requires, among other things, **CALTRANS** ownership of any tangible visual final artwork, an unlimited, irrevocable copyright assignment to **CALTRANS** of the final artwork, and waiver of moral rights under California Civil Code § 987 (the California Art Preservation Act) and 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA") of the final artwork.

c. **AGENCY** acknowledges that any submittal to the **CALTRANS**' Transportation Art Proposal process includes restrictions on the type of work that can be located on California State right-of-way.

32. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, **AGENCY's** indemnification obligations contained elsewhere in this Agreement, **AGENCY** hereby assumes all risks of the consequences of exposure of **AGENCY's** employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. **AGENCY** also agrees to take all appropriate safety precautions to prevent any such exposure to **AGENCY's** employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. **AGENCY** also agrees to indemnify and hold harmless **CALTRANS**, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, **AGENCY** also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of **CALTRANS**, the State of California, and/or any of their officers, agents and/or employees.

33. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if **AGENCY** or its subcontractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, **AGENCY** or its subcontractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste

recycling. **AGENCY** shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from **CALTRANS District Partnership Liaison**

34. Project Close Out/Closeout Report

    a. **AGENCY** will provide a final close out report to the **CALTRANS District Partnership Liaison** no later than November 30, 2027.

       CALTRANS reserves the right to inspect the project location prior to approving the final invoice and closeout report.

    b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt and approval of the final closeout report by the **CALTRANS District Partnership Liaison**.

    c. Payments shall be forfeit if invoices are submitted after **November 30, 2027**.

35. ADA Compliance

    All entities that provide electronic or information technology or related services that will be posted online by **CALTRANS** must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

36. Prevailing Wages and Labor Code Compliance

    AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for any public works or maintenance contracts and subcontracts executed for the **AGENCY**'s work on or for the Project.

37. In the event of any inconsistency between the provisions which constitute this RGA, the following order of precedence shall apply:

    I. This Restricted Grant Agreement (as amended);
    II. The **CALTRANS** Local Grant Program Guidelines;
    III. Approved Indirect Cost Rate (if applicable);
    IV. Approved Grant Application (as amended); and
    V. **AGENCY** Resolution.

38. Survival

    AGENCY's representations, the indemnification provisions in paragraph 21, intellectual property provisions in paragraphs 30, 31, 32, and 33, and all other provisions which by their inherent character establish ongoing obligations shall remain in full force and effect, regardless of any expiration and/or termination of this RGA.

39. Sanctions

    No agreements under this RGA shall be made with individuals and/or entities that are determined to be a target of sanctions by the State of California while such sanctions are in

effect.

Section IV

Attachments:

The following attachments are incorporated into and are made a part of this RGA by this reference and attached hereto.

I. Clean CA Community Cleanup and Employment Pathway (CCEP) Grant Program Guidelines
II. Approved Indirect Cost Rate (if applicable) (N/A)
III. Approved Grant Application and Amendment(s) to Grant Application (if applicable)
IV. **AGENCY** Resolution (N/A)

In Witness Whereof, the parties hereto have executed this RGA on the day and year first herein above written:

CITY OF MONTEBELLO

CITY OF MONTEBELLO

By:

Raul Alvarez (May 7, 2026 11:50:52 PDT)

Printed Name:

Raul Alvarez

Title:

City Manager

Date:

05/14/2026

CALTRANS DISTRICT PARTNERSHIP LIAISON

CLEAN CALIFORNIA PROGRAM

By:

Shirin Parsa

Printed Name:

Shirin Parsa

Title:

Transportation Engineer/Grant Manager

Date:

05/14/2026

CALIFORNIA DEPARTMENT OF TRANSPORTATION

CLEAN CALIFORNIA PROGRAM

By:

Ana Serrano

Printed Name:

Walter Yu

Title:

for Clean California Program Director

Date:

05/20/2026

Community Cleanup and Employment Pathway Grants

PROGRAM GUIDELINES

Clean CA Program
Summer 2025

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Introduction

The Community Cleanup and Employment Pathway (CCEP) Grant Program is a signature initiative under the Clean California Program, administered by the California Department of Transportation (Caltrans). This grant program is designed to support litter abatement and public space beautification efforts on locally owned public right-of-way while creating workforce development opportunities for individuals facing barriers to employment.

Through competitive grants, the program provides funding to local agencies (including federally recognized tribal governments) to conduct targeted litter cleanup and graffiti removal activities, complemented by educational and engagement efforts that foster community pride and long-term maintenance. The program places strong emphasis on serving disadvantaged and underserved communities (as identified in Section 4.1 of grant application template) and encourages local commitment through participation in the Clean California Community designation pledge[1].

A core component of this program is the creation of employment pathways through partnerships with workforce development organizations or use of existing employment development departments. These partnerships will connect justice-impacted individuals, those experiencing homelessness, at-risk youth, and others with meaningful job training and paid transitional employment opportunities focused on litter abatement, landscaping, and environmental stewardship.

Program Objectives

- **Litter and Graffiti Abatement:** Support sustained litter cleanup and graffiti removal on local right-of-way.
- **Workforce Development:** Create transitional employment and training opportunities for vulnerable populations either through partnerships with workforce development organizations or use of existing employment development departments.
- **Equity and Inclusion:** Prioritize disadvantaged communities and support pathways to community self-sufficiency.
- **Sustainable Community Engagement:** Promote public education and anti-littering campaigns. Take the online Clean California Community designation pledge to ensure sustainability and long-term impact.

By integrating cleanup, workforce development, and community engagement, the CCEP Grant Program seeks to create cleaner, safer, and more equitable public spaces throughout California.

[1] https://cleanca.com/designation/

Eligible Entities

For the purposes of the CCEP Grant Program, eligible entities will be defined as:

- **Local Governments** – Cities, counties, and special districts responsible for community services and maintenance.
- **Transit Agencies** – Public transportation agencies with jurisdiction over facilities or right-of-way that intersect with cleanup needs.
- **Tribal Governments** – Federally recognized tribes.
- **Joint Applications** – Partnerships among the above entities, including collaborations with community-based organizations, workforce development boards, educational institutions, or local nonprofits, are encouraged and eligible.

Eligible Expenses

Eligible expenses may include, but are not limited to:

- **Staff Time**: Local agency staff time directly related to proposal delivery is eligible. This includes staff time for developing and administering contracts, program management, and coordination with community-based organizations.
- **Travel Costs**: Reasonable and necessary travel costs that are directly related to proposal implementation (e.g., site visits, stakeholder engagement, workforce coordination) are eligible.
- **Materials and Supplies**: Tools, equipment, safety gear, and cleanup supplies needed for community cleanup activities.
- **Workforce Development Costs**: Training, certification, stipends, or wages directly tied to workforce development opportunities for program participants.
- **Public Outreach and Education**: Costs related to promoting cleanup events, workforce opportunities, and community engagement.

Caltrans District Partnerships

The Caltrans districts possess in-depth knowledge of the local context and unique challenges, making them invaluable enablers to support grant applicants in proposal identification, development, and implementation processes. They are encouraged to foster strong partnerships with local agencies to ensure seamless coordination and efficient proposal delivery. By leveraging their expertise and collaborating closely with stakeholders, districts can support local agencies in effectively address challenges related to waste management, graffiti, and aesthetic appeal in urban areas, ultimately beautifying public spaces within their districts.

Proposals

Objectives

The grant proposal is the foundation for securing funding under the CCEP Grant Program. The proposal must demonstrate how the applicant will use grant funding to meet the program's core objectives through locally led, community-driven efforts. Proposals should clearly articulate the public benefit of the proposed activities, particularly in disadvantaged or underserved communities.

Applicants are expected to:

- Identify litter abatement and graffiti removal needs in specific areas of local right-of-way.
- Detail a plan for workforce development, including partnerships with workforce organizations and strategies for engaging vulnerable populations.
- Commit to community engagement strategies and educational outreach that promote long-term cleanliness and civic pride.
- Demonstrate alignment with the Clean California Community designation pledge. The pledge is not required to apply for or receive funding.
- Provide a sustainable approach to maintaining the public space improvements achieved through the grant.

Each proposal must be comprehensive, feasible, and results-driven, ensuring that awarded funding leads to measurable environmental, social, and economic impacts in the applicant's community.

Evaluation Criteria

Applications will be submitted by local agencies to their respective Caltrans district coordinators, then evaluated and scored competitively by the Clean CA Program based on the criteria listed below. Applications that score highest across these categories will be prioritized for funding.

1. Community Need and Impact (15 points)

- Demonstrates a clear need for litter abatement and graffiti removal, including information such as description of the history of the area, prior efforts to address the issues and how this grant will make a difference.

- Identifies underserved or disadvantaged areas where the proposal will be implemented.
- Outlines benefits to public health, safety, environmental quality, and community aesthetics.

2. Workforce Development Strategy (15 points)

- Includes a detailed plan for engaging and employing vulnerable populations.
- Establishes partnerships with workforce development organizations (e.g., BCOE Back 2 Work, Center for Employment Opportunities (CEO), Chrysalis or similar) or leverage existing employment departments.
- Provides evidence of transitional employment (as measured by participants who are able to find long-term employment), training, and pathways to long-term job placement.

3. Community Engagement and Education (15 points)

- Describes plans for community input, public education, and volunteer participation.
- Commits to youth education, anti-littering outreach, or (encouraged but not mandatory) participation in the Clean California Community designation program.

4. Long-Term Sustainability and Maintenance (15 points)

- Outlines a long-term plan to fund the maintenance of cleaned and beautified spaces.
- Includes partnerships, volunteer programs, or recurring community events in alignment with the Clean CA community designation pledge.
- Describes infrastructure or policy measures to prevent future littering.

5. Clean California Community Designation Pledge (10 points)

- Applicant has taken or plans to take the Clean California Community pledge.
- Demonstrates commitment to meeting at least 10 of the 15 designation criteria.

6. Proposal Feasibility and Readiness (10 points)

- Provides a detailed implementation schedule.
- Demonstrates capacity to manage the proposal, including procurement, reporting, and oversight.

7. Matching Funds and Leveraged Resources (10 points)

- Describes how matching funds (cash or in-kind) will support and expand proposal activities.
- Ensures that match contributions are additive and not part of existing baseline cleanup operations.

8. Disadvantaged or Under-served Community (10 points)

Applicants will be required to include supporting documentation (e.g., CalEnviroScreen map outputs, local demographic data, or letters from community organizations) to demonstrate that the proposed project serves a disadvantaged or under-served community. The following criteria will be recognized as indicators of disadvantaged or under-served communities (see grant proposal template for details):

- Median Household Income
- CalEnviroScreen 4.0
- Free or Reduced-Price School Meals
- Healthy Places Index
- Native American Tribal Lands

Application Submissions

- The Clean CA grant program proposal template must be used for submitting the proposal. Ensure that all sections of the template are completed comprehensively and provide sufficient detail to support the evaluation and decision-making process.
- Local agencies, in collaboration with districts, complete the template and submit comprehensive proposals.
- Each proposal submitted for consideration must include a letter of support from the Caltrans district that is submitting the proposal. The letter of support should demonstrate the district's endorsement to the proposal. It will serve as evidence of the district's collaboration and partnership with local agencies, ensuring seamless coordination and efficient proposal delivery. The inclusion of the letter will help validate the proposal's feasibility and foster confidence in the successful implementation of the proposal.

Outreach and Partnership

District-Level Engagement

- Caltrans district staff will serve as on-the-ground liaisons to promote the program locally, identify high-need areas, and encourage eligible applicants to submit proposals.
- District coordinators will collaborate with grant applicants to build partnerships aligned with the program's objectives.

Encouraging Clean California Community Pledges

- As part of the outreach effort, Caltrans will actively promote the Clean California Community designation pledge, encouraging applicants to take the pledge during the grant application process.
- The Clean CA Program to provide technical assistance as needed to help communities understand the benefits of designation and complete the pledge requirements.

Through strategic outreach and strong partnerships, Caltrans will ensure that the grant program reaches a diverse range of communities and delivers equitable opportunities to participate in the Clean California mission.

Selection and Notification

1. **Proposal Review and Evaluation:**
    - Clean CA Program reviews all proposals against qualitative evaluation criteria outlined in the guidelines.
    - Proposals are assessed for alignment with waste management, graffiti mitigation, aesthetics and equity objectives.
2. **Proposal Selection:**
    - Clean CA Program selects proposals based on evaluation results and criteria alignment. High-priority proposals that benefit underserved communities are prioritized.
3. **Proposal Award Notification:**
    - Clean CA Program notifies Caltrans districts of the selected proposals by email. Districts inform the corresponding local agencies about their grant award. Debriefs will be provided upon request to applicants who were not awarded a grant.

Schedule

Milestone	Date
Program Launch & Public Outreach Begins	July 1, 2025
Grant Guidelines Finalized & Published	August 15, 2025
Call for Proposals Opens	September 15, 2025
Proposal Submission Deadline	November 3, 2025
Application Review and Scoring	November–December 2025
Award Notifications Issued	January 15, 2026
Grant Agreements Executed	February–March 2026
Proposal Implementation Period Begins	April 1, 2026
Quarterly Progress Check-In (Reporting Due)	April 2026-April 2027
Proposal Implementation Period Ends	April 1, 2027
Final Reports and Closeout Due	November 1, 2027

Funding Mechanism

The funding mechanism for the CCEP proposals involves a restricted grant agreement (RGA) between the Caltrans district and the grant recipient (local agency, including federally recognized tribe) which is a legal mechanism that outlines the terms and conditions of the financial commitments for the awarded grant funding . It serves as a formal contract that establishes the roles and responsibilities of each party in the CCEP proposal.

The agreement includes the following elements:

- Proposal Scope: The RGA defines the scope of the proposal, detailing the specific improvements and enhancements to be undertaken within the local right-of-way.

- Funding Commitment: It outlines the financial contributions, specifying the amount that Caltrans will provide for the proposal and any in-kind contribution from the grant applicant.

- Timeline and Milestones: The agreement sets forth a clear timeline for proposal development, implementation, , and completion, including key milestones to be achieved during each phase.

- Roles and Responsibilities: It outlines the roles and responsibilities of the Caltrans district and the local agency in the proposal's execution, ensuring seamless coordination and cooperation.

- Compliance and Reporting: The RGA may include requirements for compliance with relevant regulations, reporting on proposal progress, and any necessary documentation and record-keeping.

- Dispute Resolution: In the event of any disputes or disagreements, the RGA may outline a mechanism for resolving issues between the Caltrans district and the local agency.

Matching Funds / In-Kind Contributions

The CCEP Grant Program is designed to reduce financial barriers for local agencies, nonprofits, and community-based organizations. As such, no cash match requirement is imposed on applicants. However, applicants are encouraged to identify and document in-kind contributions and other non-state resources that will help maximize the impact of state funds.

Eligible In-Kind Contributions may include:

- Staff time dedicated to project planning, implementation, or coordination.
- Volunteer labor associated with cleanup events, outreach, or community engagement.
- Donated materials or equipment used directly in cleanup or beautification activities.
- Facilities and meeting space contributed for trainings, workforce activities, or project planning.
- Complementary programs or services provided by partner agencies or organizations that directly support grant objectives.

Program Expectations:

- In-kind contributions are not required to apply for or receive funding.
- Applicants who provide in-kind support should quantify contributions where possible (e.g., estimated dollar value of staff time, equipment, or materials).
- In-kind contributions will be considered during proposal evaluation as evidence of community commitment, partnership strength, and project sustainability.
- Documentation of in-kind contributions should be included in the proposal budget narrative at the time of application and reported during proposal implementation.

Funding Disbursement

Grant awards will be issued as reimbursable agreements, not lump sum payments.

- Reimbursable Basis: Grantees will be required to incur and document eligible expenses up front. Caltrans will then reimburse those expenses upon submission of proper invoices and supporting documentation.
- Invoicing: Invoices must include receipts, staff time records, or other documentation demonstrating that expenses are consistent with approved Caltrans Division of Local Assistance guidelines/template (Form LAP 5-A).
- Payment Timeline: Reimbursements will generally be processed within 45 days of receipt of a complete and accurate invoice package.
- Advance Payments: No advance or upfront lump sum disbursements will be provided under this program.

Performance Metrics

To ensure accountability and evaluate success, all grantees are required to track and report on key performance metrics aligned with the program's goals. These metrics will be tracked by grantees on templates provided by Caltrans to help measure the environmental, economic, and social impact of funded activities.

Environmental Impact Metrics

- Volume of litter and debris removed (in cubic yards or pounds with supporting documentation, e.g. weight/dump tickets and before/after photos)
- Square footage of graffiti abated (before/after photos)
- Number of litter cleanup events conducted (event attendance sheets and/or event flyers)
- Number of hard-to-recycle or bulky item collection events held (event attendance sheets and/or event flyers)

Workforce Development Metrics

- Number of individuals employed through workforce programs (with supporting documentation of individuals/crews employed, e.g. payroll logs)

- Hours of paid work experience and job training provided (with supporting documentation of individuals paid and training provided, e.g. payroll logs)
- Demographics of workforce participants (e.g., justice-involved, unhoused, at-risk youth)
- Number and percentage of participants securing long-term employment post-program

Community Engagement Metrics

- Number of community volunteers engaged (attendance sheets)
- Number of public outreach events or education campaigns implemented (event flyers / attendance sheets)
- Clean California Community pledge status and progress toward meeting designation criteria
- Number of community partnerships established (e.g., schools, businesses, nonprofits)

Sustainability and Maintenance Metrics

- Number of anti-litter infrastructure elements installed (e.g., bins, signage with supporting documentation, e.g. before/after photos)
- Planned frequency of cleanup and maintenance activities post-grant implementation
- Plan for ongoing community stewardship and long-term litter prevention practices post-grant implementation

Grantees will submit quarterly progress reports and a final close-out report at the end of the implementation period. These reports will summarize accomplishments, challenges, lessons learned, and include supporting documentation such as photographs, volunteer logs, and workforce data.

Clean CA Roles/Responsibilities

- Program Management: Responsible for overall program management and coordination of CCEP proposals statewide. Ensure that proposals align with the CalSTA objectives on climate action and meet the program's guidelines and priorities.

- Proposal Selection: Select proposals based on factors such as recognizing underserved communities, high litter areas known challenges for waste management, graffiti, and lack of aesthetic appeal in urbanized districts and local agencies which align with CCEP Program objectives.

- Proposal Oversight: Provide oversight and guidance throughout the proposal lifecycle. Review proposals, assess their feasibility and alignment with program objectives, and ensure that the proposals adhere to the guidelines and timelines.

- Technical Assistance: Provide technical assistance to grant applicants and recipients during the proposal planning and implementation phases. Provide expertise and support in areas such as graffiti abatement, employment pathways, litter abatement, beautification, , and climate action.

- Budget Management: Responsible for overseeing the allocation and management of funds for CCEP proposals. Ensure that budgetary requirements are met and that funds are appropriately allocated to prioritize high-visibility proposals with an urgency to be delivered within their respective districts.

- Monitoring and Evaluation: Monitor proposal progress, track milestones, and evaluate the effectiveness of implemented enhancements. Assess the impact of CCEP proposals on improving waste management practices, reducing graffiti, and enhancing the aesthetic appeal of local areas .

- Quarterly Reporting and Documentation: Maintain accurate records of proposal activities, including proposals, RGAs, progress reports, and proposal outcomes. Prepare periodic reports to communicate proposal status, achievements, and challenges to Caltrans leadership.

District Roles

Partnership Identification

- Stakeholder Engagement: Engage with local stakeholders, such as city officials, local agency representatives, community organizations, and advocacy groups, to foster partnerships and collaborations.

Project Management and Oversight

- Project Implementation: Monitor and facilitate the implementation of proposals according to the defined scope of work, schedule, and milestones.

- Communication and Coordination: Maintain regular communication and coordination with partner organizations to address any issues, provide guidance, and track progress.

- Performance Evaluation: Conduct periodic evaluations to assess project performance, identify any necessary adjustments, and ensure adherence to objectives and quality standards.

Reporting and Documentation

- Progress Updates: Maintain regular communication with the Clean CA Program on project status, achievements, challenges, and any adjustments made to the scope of work or schedule.

- Documentation Retention: Ensure proper documentation of all agreements, communication records, project plans, and reports for record-keeping and future reference.

- Performance Monitoring: Monitor the progress and performance of projects to ensure the allocated funds are being effectively utilized.

- Reporting: Require regular reporting from local/transit agencies on the implementation and outcomes of the funded projects, including progress updates and evaluation results.

- Data Collection: Coordinate with partners to collect relevant project data, metrics, and deliverables.

Invoice Verification (Reimbursement)

- **Ensure Compliance with RGA:** Confirm that submitted invoices align with the terms and conditions outlined in the RGA.

- **Validate Eligible Expenditures:** Review costs to ensure they are allowable under program guidelines, e.g., litter abatement, beautification, and employment pathway activities.

- **Confirm Completion of Work:** Verify that the work claimed in the invoice has been completed as described, including site visits or photographic documentation if required.

- **Check Supporting Documentation:** Ensure that all required backup materials (e.g., receipts, timesheets, contractor invoices) are included and accurate.

- **Monitor Project Progress:** Track milestones and deliverables to confirm that the project is on schedule and consistent with the approved scope.

- **Coordinate with Local Agencies:** Communicate with grantees to resolve discrepancies, request missing documentation, or clarify unclear charges.

- **Approve for Reimbursement**: Once verified, inform the Clean California Program to proceed with payment processing by Caltrans Accounting.

- **Report and Escalate Issues:** Flag any non-compliance, ineligible costs, or incomplete work for further review and potential corrective action.

Project Close-out Verification

- **Review Final Deliverables**: Confirm that all project components were completed as outlined in the original grant scope and agreement.

- **Verify Documentation Accuracy**: Ensure the closeout report includes complete and accurate records, e.g. before/after photos, receipts, payroll logs, and performance metrics.

- **Confirm Use of Funds:** Check that all expenditures align with approved budget categories and Clean CA eligibility requirements.

- **Assess Community Impact**: Evaluate whether the project met its stated goals (e.g., litter reduction, beautification, job creation) and delivered measurable benefits.

Stakeholder Engagement

- Community Outreach: Engage with local communities to provide updates on project progress, gather feedback, and address any concerns or inquiries related to the urbanized transit projects.

- Public Awareness: Promote the projects and their benefits to raise public awareness of their benefits, climate action goals, and improvements in active transportation, micro-mobility, and transit station aesthetics.

Grant Recipient Responsibilities

RGA Development

- Scope of Work: Collaborate with Caltrans district coordinator to define the scope of work for each proposal, including the specific activities, objectives, and desired outcomes.

- Schedule and Milestones: Work with Caltrans district coordinator to establish a comprehensive schedule with realistic milestones to ensure completion of all proposals. The schedule should consider proposal complexity, resource availability, and potential challenges that may arise during implementation.

- Resource Planning: Determine the necessary resources, including funding, personnel, equipment, and materials, required to execute the proposals successfully.

- Legal and Administrative Considerations: Ensure that all RGAs and cooperative agreements comply with Caltrans legal requirements and administrative procedures.

Proposal Management and Oversight

- Proposal Implementation: Monitor and facilitate the implementation of proposals according to the defined scope of work, schedule, and milestones.

- Communication and Coordination: Maintain regular communication and coordination with Caltrans district coordinator to address any issues, provide guidance, and track progress.

- Performance Evaluation: Conduct periodic evaluations to assess proposal performance, identify any necessary adjustments, and ensure adherence to objectives and quality standards.

Reporting and Documentation

- Progress Updates: Maintain regular communication with the Caltrans district coordinator and Clean CA Program on proposal status, achievements, challenges, and any adjustments made to the scope of work or schedule.

- Documentation Retention: Ensure proper documentation of all agreements, communication records, proposal plans, and reports for record-keeping and future reference.

- Performance Monitoring: Monitor the progress and performance of proposals to ensure the allocated funds are being effectively utilized.

- Quarterly Reporting: Complete quarterly reporting on the implementation and outcomes of the funded proposals, including progress updates and evaluation results.

- Data Collection: Collect relevant proposal data, metrics, and deliverables.

Final Vouchering and Project Close-out

- **Submit Final Documentation:** Provide a comprehensive close-out report detailing completed work, expenditures, and outcomes.

- **Include Proof of Completion:** Attach visual evidence (e.g., before/after photos), final deliverables, and any required certifications to demonstrate project completion.

- **Provide Financial Reconciliation:** Submit a final invoice with itemized costs and supporting documentation to reconcile total grant expenditures.

- **Address Scope and Budget Alignment:** Confirm that all activities and costs align with the approved project scope and budget in the RGA.

- **Respond to Caltrans Requests:** Be prepared to clarify, revise, or supplement the report if requested by Caltrans District Coordinators.

- **Submit Final Voucher Request:** Package the close-out report with the final payment request for review and approval by Caltrans.

Stakeholder Engagement

- Community Outreach: Engage with local communities to provide updates on proposal progress, gather feedback, and address any concerns or inquiries related to the urbanized CCEP proposals.

- Public Awareness: Promote the proposals and their benefits to raise public awareness of their benefits, climate action goals, and improvements in graffiti abatement, employment pathways, litter abatement , and local area aesthetics.

In addition, applicants are encouraged to include:

- **Community education campaigns** that highlight the impacts of litter, encourage behavior change, and promote responsible waste disposal.

- **Engagement strategies** such as school partnerships, volunteer events, and youth training that build long-term stewardship.

- **Collaboration with local businesses** to reduce litter at the source (e.g., convenience stores, fast food outlets, or transit hubs).

Community Cleanup & Employment Pathway Application

Row 13

CALTRANS DISTRICT	7
AGENCY NAME	City of Montebello
AGENCY CONTACT NAME	Cesar Roldan
CONTACT PHONE NUMBER	323-887-1462
CONTACT EMAIL ADDRESS	CRoldan@montebellocat.gov
1.1 PROJECT TITLE	Lincoln Avenue Clean-up Project
1.1.1 PROJECT SUBTITLE	Cleanup of public rights-of-way/spaces Community-led litter cleanup activities Employment/workforce training opportunity Local partnerships with local organizations
1.2 PROJECT DESCRIPTION	The City of Montebello is requesting $200,000 for cleanup of bulky items like tires, mattresses, chairs, general illegal dumping, and vegetation clear and grubbing, along Lincoln Avenue between Avenida La Merced and San Gabriel Boulevard where remediation is necessary to protect public health, safety and the environment. The City is coordinating with the Los Angeles Conservation Corp (LACC) to provide services. Working with LACC fosters community engagement and creates career pathways for individuals to overcome employment barriers. The proposal is to conduct targeted litter cleanup and graffiti removal activities, complemented by educational and engagement efforts that foster community pride and long-term maintenance.
1.3 PURPOSE AND NEED	Montebello is a diverse working-class community in southeast Los Angeles County that faces chronic litter and illegal dumping challenges, especially in economically disadvantaged neighborhoods. Litter contributes to environmental degradation, reduces property values, deters economic activity, and fosters a perception of neglect and may even encourage criminal activity. The need for intervention is particularly acute in areas with limited access to municipal services and low rates of civic engagement, especially alongside less urbanized areas adjacent to open spaces, and recreational areas. The City engages in clean-up activities along the corridor on a regular basis but has encountered the need for augmented abatement leading up to the rainy season, and needs financial assistance to remove bigger items like furniture, trailer/campers, appliances, and

	general litter. The project will partner with the LACC which creates equitable opportunities for young people to build resilience in themselves, their communities and the environment through a program of work, education and support. LACC will lead community engagement and perform the actual work of removing litter. The city anticipates removing approximately 40 cubic yards of waste
15A MAP (Attachment A)	
15. COST - Suggested Amount: $0,000 to $200,000	
15.1 Cost of Planning / Outreach	
15.2 Cost Of Project Implementation - Employment	175000
15.3 Cost Of Project Implementation - Cleanup	25000
15.4 Matching Funds – In-Kind Contribution	0
15.5. Other (Specify)	0
15.6 Total Project Cost	200,000.00
15.7 Do you accept partial funding	Yes
15.6 SCHEDULE	Planning & Community Engagement Begins December 2025 - February 2026 Hiring/Training Program Launch March 2026 - March 2026 Cleanup Activities Begin April 2026 - August 2026 Project Completion (By April 1, 2027) September 2026 - December 2026 Project Close-out (By October 31, 2027) December 2026 - December 2026
Planning & Community Engagement Begins	04/01/26
Hiring/Training Program Launch	Yes
Hiring/Training Program Start Date	04/01/26
Cleanup Activities Begin	04/01/26
Project Completion (By April 1, 2027)	12/01/26
Project Close-out (By October 31, 2027)	12/31/26

1.7 KNOWN CONCERNS OR RISKS	Noe move to section 2 "EVALUAT!ON CR!TER!A AL!GN M E N T"
1.7.1 Known environmen tal concerns or risks	
1.7.2 Known right-of-way concerns or risks	
En vironmen tal Risk Descri pti on	
Righ t-Of-Way Risk Descri pti on	
2. EVALUATION CRITERIA ALIGN M EN T	Job Creation & Employment Pathways The Los Angeles Conservation Corps (LACC) will partner with the City of Montebello under the Clean California !nitiative to provide paid work experience on-the-job training and workforce development opportunities for young adults from low-income and historically underserved communitiest Through this initiative Corpsmembers will be employed to perform visible high-impact clean-up and beautification activities throughout Montebello's public spacese including litter abatemente bulky item removale and vegetation management along rights-of-waye alleyse parkways and public corridorst Each Corpsmember will receive paid training and career development supporte including certifications such as OSHA-10e CPR/First Aide and equipment operation safetyt Under the guidance of experienced Crew Supervisorse participants will gain transferable skills in public worke environmental stewardshipe and infrastructure maintenancet These experiences build direct pathways into careers with municipalitiese utilitiese and environmental agencies–advancing the Clean California programZs goal of creating equitable workforce opportunities while improving community livabilityt Community Engagement & Partnership This project reflects the core Clean California principles of partnershipe community involvemente and local impactt The City of Montebello will identify priority clean-up sites based on community input and coordination with neighborhood organiizations and local residentse ensuring that service areas align with local needst The Los Angeles Conservation Corps will provide the operational workforcee supervisione vehiclese tools and data collection systems to complete clean-up assignmentst All work will be tracked through ArcG!S Survey123e capturing service request datae locationse before-and-after photose and outcome metricst Sustainability The Clean California !nitiative in Montebello is designed with clear strategies to sustain outcomes beyond the grant term through partnershipse continued employmente and long-term maintenance planningt Partnershipse The collaboration between the City of Montebello and LACC establishes a foundation for ongoing service coordination and shared stewardship of public spacest This partnership ensures that cleanup and beautification activities are integrated

into the City's regular maintenance operationsl supported by existing funding streamsl and informed by community feedback. Long-Term Maintenance Plans Following the initial Clean California activitiesl the City and LACC will work together to identify high-priority areas for ongoing maintenance. Future cleanup schedules and beautification projects will be aligned with Montebello's public works planning and supported by service contractsl volunteer partnershipsl and community-based clean-up events. This structure ensures that the results achieved through the Clean California investment are not one-time improvementsl but part of a lasting citywide beautification and workforce engagement effort. Togetherl these strategies ensure that Montebello's environmentall aesthetic and workforce development benefits continue to grow well beyond the duration of the grant–fulfilling the long-term vision of the Clean California 'nitiative.

3) COIVIVIN/ITY EN GAGEIV EN IT	Through council meetingsl local community groupsl and direct interaction with city staffl residents have highlighted the need for litter abatement in the Lincoln corridor. The City has ongoing clean-up activities along the routel and will continue to find ways to permanently deter illegal dumping. Part of the strategy is the involvement with LACC for both litter abatement and workforce development which willshare the community engagement. Community engagement will extend beyond the cleanup itself- LACC and the City will coordinate community clean-up daysl school-based outreachl and volunteer beautification events to foster civic pride and shared responsibility for Montebello's public spaces. These partnerships strengthen neighborhood connections and help residents see immediatel tangible improvements in their environment. LACC's workforce development model creates a sustainable employment pipeline for young adults who complete the program. Corpsmembers gain certificationsl field experiencel andjob-readiness skills that position them for long-term employment with public works departmentsl municipal maintenance teamsl and environmental organiizations. Many graduates transition into full-time roles that continue the same types of work initiated through the Clean California grant–maintaining visible cleanliness and safety improvements in their own communities. Planned Engagement During 'mplementation During implementationl the City and LACC will foster sustained community participation through cleanup eventsl educationl and transparent communication. Key engagement activities will include • Community Cleanup Days Organiized in collaboration with neighborhood associationsl schoolsl and civic groupsl these events will invite residents to volunteer alongside LACC crewsl promoting a shared sense of ownership. • Public Education and Outreach Campaigns will include social media outreachl newslettersl and school-based programs emphasiizing recyclingl waste reduction. • Youth and Workforce Development Corpsmembers will receive OSHA-10l CPR/First

	Aid ard equipmert operatior certificatiors as well as career coachirg ard job placemert support-creatirg orgoirg berefits that exterd beyord the project perirod
SERVED/H$STOR$CALLY EXCLUDED COIVIVUNTES	
4. UNDERSERVED/H$STOR$CALLY EXCLUDED COIVIVUNTES	Yes
4.1 Bas6s of h6stor6cally excluded corrrrun6ty	Cal EnviroScreer
5. BEN EA$TS TO UNDERSERVED/H$STOR$CALLY EXCLUDED	Clearer safer streets or public spaces
5. LETTER OA SUPPORT	
6. ATTACHIVENTS	

Clean CA Program Community Cleanup and Employment Pathway (CCEP) Grant Proposal

Prepared by:

RAlv
Raul Alvarez (May 7, 2026 11:50:52 PDT)

05/14/2026

Raul Alvarez
City Manager
City of Montebello

Date

Approval Recommended by:

Shirin Parsa

0 /14/2026

District Clean CA Grant Coordinator

Date

Approved by:

Ana Serrano

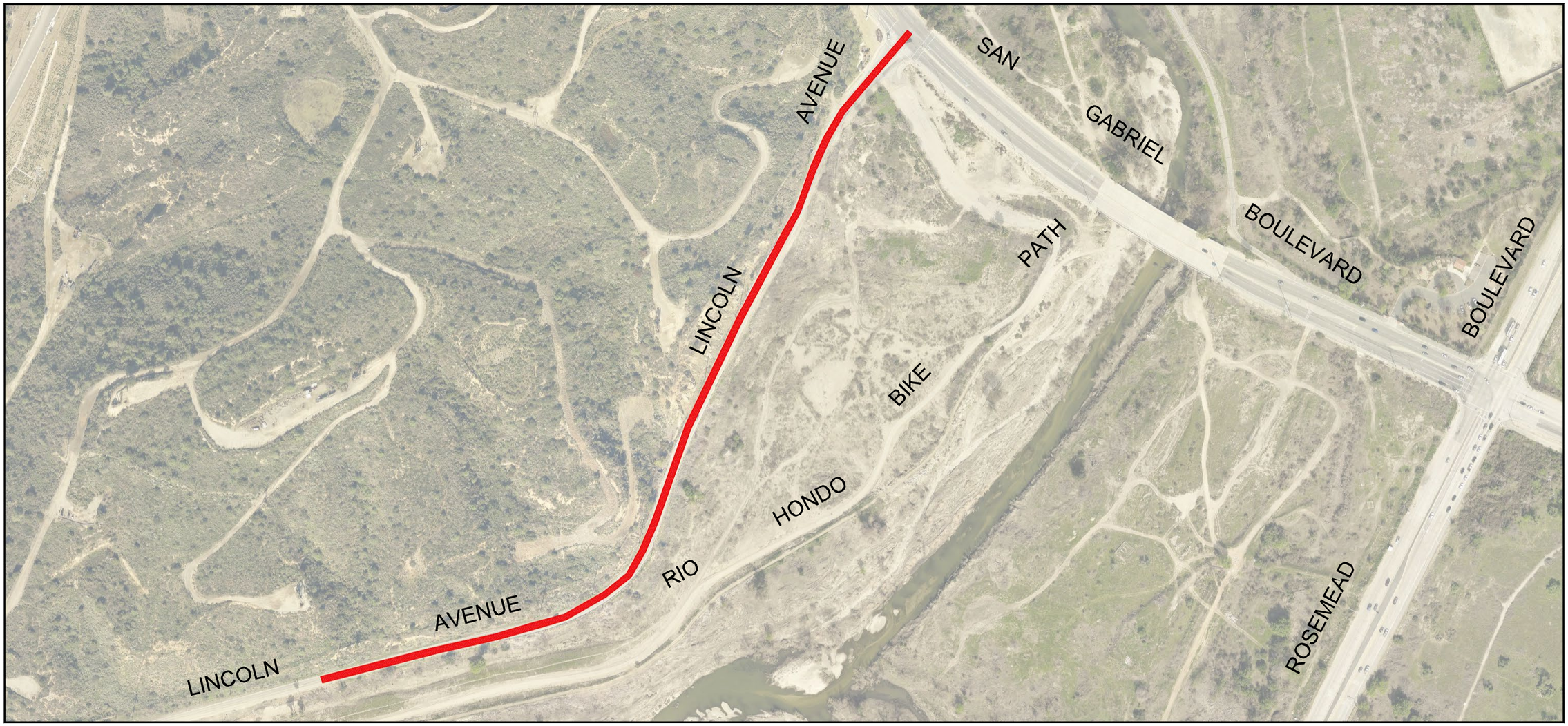
05/20/2(26

Clean California Program Manager

Date

Instructions – Attach any applicable documents as follows:

- ***Attachment A**: Project / Data Maps*
- ***Attachment B**: Public Engagement Plan*
- ***Attachment C**: Existing Site Photos*
- ***Attachment D**: Letters of Support*
- ***Attachment E**: Cost Breakdown & Estimate*
    - *Break down expenses by category (e.g., staff time, equipment, materials, outreach, etc.)*
    - *Briefly explain the purpose of each cost to demonstrate alignment with project goals.*



TG: PAGE 636, GRIDS H6 AND H7

NOT TO SCALE

NOT TO SCALE

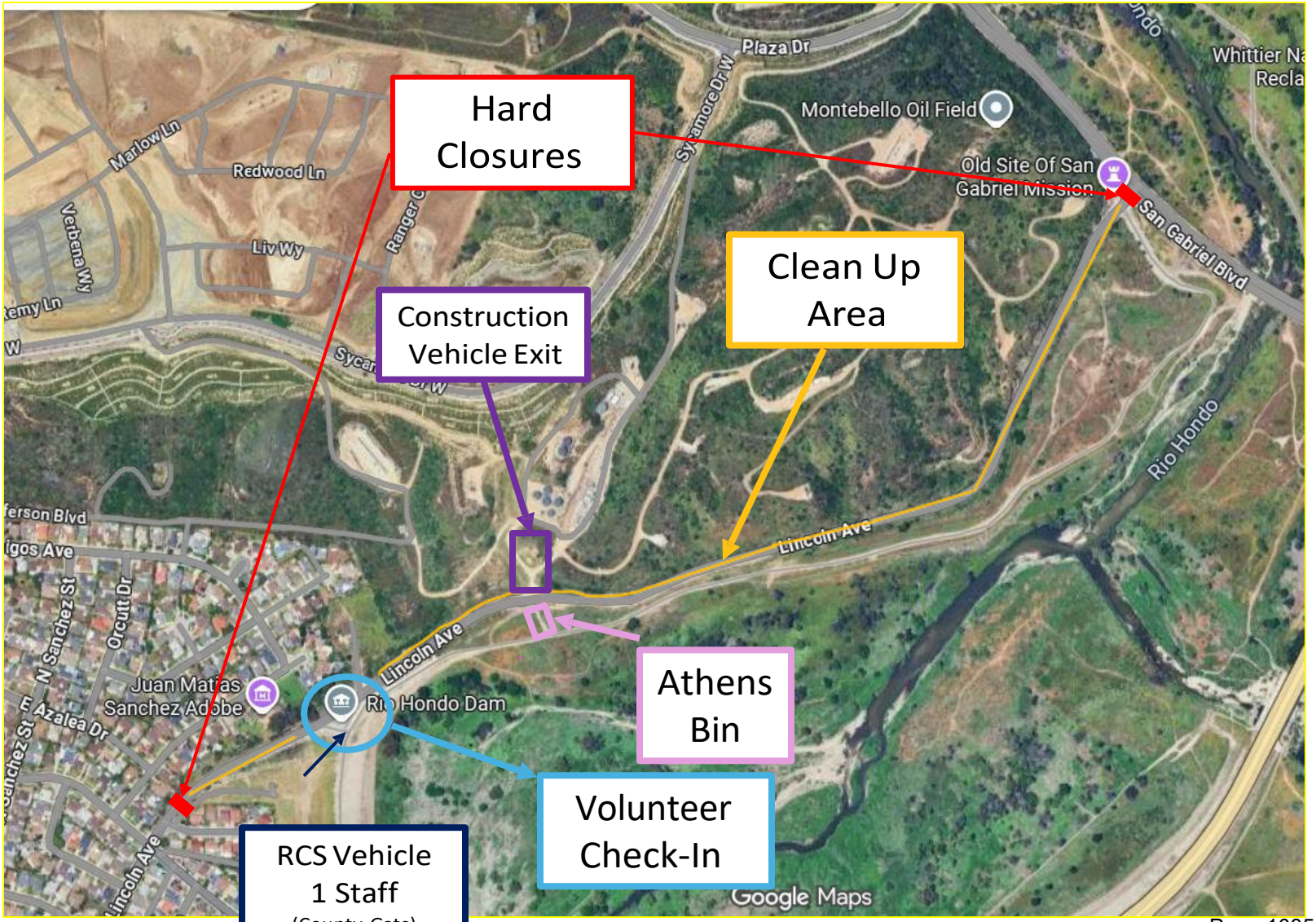
EXHIBIT - NOT FOR CONSTRUCTION

LEGEND AND ABBREVIATION
AREA OF PROJECT
T.G. THOMAS GUIDE

Bowman	MONTEBELLO	EXHIBIT MAP	Sheet of

INFRASTRUCTURE
ENGINEERS
C:\Users\mdelacruz\OneDrive - Bowman Consulting Group\Desktop\Files IE\RFP\Lincoln [MON]\EXHIBIT 3/28/2025 1:36:35 PM Michael Dela Cruz

City Service Saturday: Lincoln Ave. Clean-Up Event
Saturday, November 15, 2025
8 a.m.-11 a.m.



Clean.California.Community.Cleanup.and.Employment.Pathways.(CCEP).Grant.Program

Attachment B – Public Engagement Plan Template

Applicant Name: City of Montebello
Project Title: City of Montebello Community Cleanup and Employment Pathway Grant
District: 07 – Los Angeles
Date: November 3, 2025

---

1. Engagement Overview

City of Montebello engaged the Los Angeles Conservation Corp (LACC). The LACC engages with the public through various initiatives aimed at promoting environmental stewardship and community involvement. LACC empowers young adults with paid job training, education, and support services to help them build a brighter future. Project focuses on community engagement through volunteer efforts and the assistance from LACC, as LACC members have the experience in conservation, urban forestry, recycling, and disaster response, which make a positive impact in our community. LACC to assist the City clear & grubbing, planting trees, restoring public lands, which is a regional transformative environment effort.

City sponsored volunteer event is taking place on November 15, 2025, to clean up the area of Lincoln Avenue between San Gabriel Boulevard and Avenida Dela Merced. This is the start of continuous staff time dedicated to making this roadway segment and clean and walkable space.

---

2. Engagement Objectives

City has over 100 volunteers participating in the November 15, 2025 cleanup and beautification event. City seeks a paradigm shift in preventing the continuous disposal of small- and large-scale items throughout this segment of the City. Through community engagement, City seeks to catapult the idea of persistent stewardship, ownership and oversight of the City's right of way. Mindful association of this roadway segment as part of the City's health and wellness, as this area shares a pedestrian and bike trail with the County of Los Angeles Flood Control District. Cleanliness of this space through collaborative support from volunteers and the LACC will promote regional green space.

---

3. Stakeholder Identification

Community volunteers, City staff and the LACC.

---

4. Engagement Methods and Tools

City envisions a resilient community where young people are inspired to connect, learn, live, work and enjoy. Engagement methods and tools are essential for fostering community involvement and decision-making. Here are some of the most popular methods and tools used in community engagement:

The City's Public Information Officers utilize polls. Engagement through City-sponsored events helps target volunteers that want to serve the community. Community involvement through public participation helps empower out residents in taking control of their community. These methods and tools are designed to create different dynamics, reach various audiences, and produce diverse types of insights.

---

5. Timeline of Engagement Activities

Month 1 – Permitting & Kickoff: Obtain any needed approvals, finalize contractor and LA Corps scopes, confirm disposal logistics, and notify residents in area.

Month 2 – Site Preparation: Public Works establishes staging, hours and protocol, and delineates work areas. LACC distributes flyers and conducts school and community outreach.

Months 3–6 – Abatement: LACC coordinated the removal approximately 40 cubic yards of debris from the site; Waste is sorted, recycled, and properly disposed. Any hazardous materials are managed per applicable regulations.

Months 7–12 – Monitoring & Closeout: Verify cleanup success and submit a final report with photo documentation.

Months 12 – Project closeout.

---

6. Measuring Engagement Success

Success is measured in the amount of debris pricked up and preventing additional debris from sprouting in this area.

---

7. Community Endorsement and Partnerships

Attached are letters of support from LACC.

Attachments (as applicable):

- Letters of support from local partners
- Maps showing cleanup or engagement areas
- Examples of outreach materials (flyers, social media posts, etc.)

WARNING
PETROLEUM
PIPELINE

CITY OF
MONTEBELLO

8
1661973
CITY OF
MONTEBELLO
CITY OF
MONTEBELLO

LA CONSERVATION CORPS
Transforming Youth. Enhancing Communities.

Mailing Address
P.O. BOX 861658, LOS ANGELES, CA 90086-1658

October 9, 2025

California Department of Transportation
1120 N Street
Sacramento, California

Sacramento, CA 95814

RE: Letter of Support for the City of Montebello
Caltrans Community Cleanup and Employment Pathway Grant Program

To whom it may concern,

On behalf of the Los Angeles Conservation Corps (the Corps), I am writing to offer our full support for the City of Montebello's application for the Caltrans Community Cleanup and Employment Pathway Grant Program. The East LA Center - Corpsmember Programming and Community Conservation and Service Projects are responsible for overseeing many projects that deal with maintaining the cleanliness, infrastructure, and safety of public spaces. We are an organization that understands the significance of helping cities mitigate negative impacts such as illegal dumping and blighted properties in our surrounding communities. These sites pose not only environmental risks, but they also create hazards for public health and safety.

The City's clean task force works diligently to mitigate these community concerns, though partnering with the Corps will bring additional regional resources to an underprivileged community in need of our help. We shall work with City staff to ensure that these public spaces are cleaned and restored to safe, usable conditions. The grant funding will enable us to carry out comprehensive remediation efforts, including the removal of hazardous waste, the demolition of unsafe structures, and the implementation of preventive measures like fencing and signage to deter future illegal dumping.

The Corps is committed to supporting this initiative by providing essential resources, including equipment, labor, and technical expertise, to ensure that the cleanup is conducted safely and efficiently. Additionally, we will work alongside other City departments to monitor and maintain the sites after remediation to prevent further violations. This project aligns with our mission and will help to maintain the health, safety, and overall well-being of Montebello's public spaces. We strongly believe that this initiative will have a lasting positive impact on the community and significantly improve the quality of life for our residents. Thank you for considering the City's application.

Sincerely,

DocuSigned by:
Bo Savage
435FAEB899B24DA...

Bo Savage

Date: January 08, 2026

To:
Walter Yu, Clean California Program Director
Division of Maintenance
California Department of Transportation

Subject: Letter of Support – Clean CA Community Cleanup and Employment Pathways (CCEP) Grant Program

Lincoln Avenue Clean-up Project
City of Montebello

Dear Mr. Yu:

As the District **7** Clean California Community Cleanup and Employment Pathways (CCEP) Grant Coordinator, I am pleased to provide this letter of support for the above-referenced grant proposal submitted by **City of Montebello**.

The district has reviewed and approved the complete grant application package, including the project scope, budget, and implementation plan, and confirms that the proposed activities are consistent with the goals and objectives of the Clean California Program — specifically:

- Advancing litter abatement and community cleanup on local right-of-way;
- Supporting workforce development and employment pathways for vulnerable or under-served populations; and
- Fostering sustainable community engagement and local ownership of public spaces.

The district endorses **City of Montebello**'s proposal and recommends it move forward for consideration under the CCEP Grant Program. The project aligns with district priorities to enhance cleanliness, safety, and beautification of public spaces and reflects strong collaboration between Caltrans and local partners.

Should the project be selected for funding, I will continue to coordinate closely with the applicant to ensure successful implementation in accordance with program guidelines and performance metrics.

Sincerely,

Shirin Parsa

Shirin Parsa
District **7** Clean California CCEP Grant Coordinator
California Department of Transportation

cc: Godson Okereke, District Deputy Director, Maintenance
Marlon Regisford, District Deputy Director, Planning & Local Assistance
Kerry Morgan, Clean California Program Manager

Applicant Name: City of Montebello

Project Title: City of Montebello Community Cleanup and Employment Pathway Grant

District: 07 - Los Angeles

Date: November 3, 2025

1. Summary of Estimated Project Costs

Cost Category	Description of Activities / Deliverables	Estimated Cost ($)	Funding Source	Eligible / In-Kind
A. Direct Labor Costs	Staff or crew time directly related to project implementation (cleanup, workforce training, coordination).	$19,510.00	State	Eligible - Public Works Maintenance staff fully burdened rate: $67.28/hr
B. Workforce Development Partners & Project Administration	Costs for partnerships with workforce organizations (e.g., training programs, stipends, supervision). Direct administrative work tied to project delivery, including reporting, documentation, and coordination.	$175,000.00	State	Eligible - Los Angeles Conservation Corps
C. Cleanup and Beautification Materials	Litter collection supplies, disposal fees, landscaping or greening materials, safety equipment.	$1,800.00	State	Eligible - City's Public Works Department to coordinate w/Athens Service (solid waste).
D. Equipment Rental / Use	Temporary use or rental of vehicles, tools, or heavy equipment directly used for project activities.	$2,190.00	State	Eligible - City's Public Works Department to provide heavy equipment.
E. Outreach and Engagement	Community engagement events, educational campaigns, signage, printed materials, translation, youth outreach.	$1,500.00	State	Eligible
F. In-Kind Contributions	Volunteer labor, donated materials, facilities, or services.			
G. Other Direct Costs	Any other eligible direct costs (specify).			
TOTAL ESTIMATED PROJECT COST		$200,000.00		

A. Direct Labor Costs: City staff

B. Workforce Development Partners: Los Angeles Conservation Corp work program

C. Cleanup and Beautification Materials: City's Public Works Department to coordinate w/Athens Service (solid waste).

D. Equipment Rental / Use: City will utilize heavy equipment (skip loaders, dump trucks, front end loaders, etc.)

E. Outreach and Engagement: Cost of broadcasted volunteer opportunities, working with local non-profit organizations, churches, school, etc.

F. Project Administration (Direct): In-kind services from executive team to oversee, process invoices and correspond with Caltrans staff.

3. Funding Sources

Funding Source	Type	Amount ($)	Status (Confirmed / Pending)
Clean California CCEP Grant Request	State	$200,000.00	Pending
TOTAL		$200,000.00	

4. Schedule of Expenditures

Note: Fields are pre-populated in italics as examples for consideration.

Project Phase	Description of Activities	Estimated Start / End Dates	Estimated Expenditure ($)
Phase 1: Project Initiation	*Permitting & Kickoff: Obtain any needed approvals, finalize contractor and LA Corps scopes, confirm disposal logistics, and notify residents in area.*	April 2026 through June 2026	$43,692.00
Phase 2: Implementation	*Site Preparation: Public Works establishes staging, hours and protocol, and delineates work areas. LACC distributes flyers and conducts school and community outreach.*	June 2026 through September 2026	$62,523.00
Phase 3: Public Engagement	*Abatement: LACC coordinated the removal approximately 40 cubic yards of debris from the site; Waste is sorted, recycled, and properly disposed. Any hazardous materials are managed per applicable regulations.*	September 2026 through February 2027	$46,892.50
Phase 4: Reporting and Close-Out	*Monitoring & Closeout: Verify cleanup success and submit a final report with photo documentation. Project closeout.*	September 2026 through March 2027	$46,892.50
TOTAL		13 months	$200,000.00

5. Cost Certification

By signing below, the applicant certifies that:

- All costs are **reasonable, necessary, and directly related** to proposal / project delivery.
- No indirect or overhead expenses are included.
- All in-kind and partner contributions have been accurately represented.
- The applicant agrees to maintain cost documentation for audit purposes in compliance with CCEP guidelines.

Authorized Signature:
Title: Cesar Roldan, Director of Public Works
Date: November 3, 2025

RGA_07-CCEP-13_Lincoln Avenue

Final Audit Report 2026-05-07

Created:	2026-05-07
By:	Samantha Leyva (SLeyva@montebelloca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAlo6a8Q5rflyCijs8bc06POQ1HAOjIZnA

"RGA_07-CCEP-13_Lincoln Avenue" History

Document created by Samantha Leyva (SLeyva@montebelloca.gov)
2026-05-07 - 6:26:48 PM GMT

Document emailed to Raul Alvarez (ralvarez@montebelloca.gov) for signature
2026-05-07 - 6:27:22 PM GMT

Email viewed by Raul Alvarez (ralvarez@montebelloca.gov)
2026-05-07 - 6:50:00 PM GMT

Document e-signed by Raul Alvarez (ralvarez@montebelloca.gov)
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07-CCEP-13_CCEP-5247(028)_RGA_City of Montebello_Final

Final Audit Report 2026-05-20

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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: **ACCEPTANCE OF THE MONTEBELLO BOULEVARD FROM LOS ANGELES AVENUE TO LINCOLN BOULEVARD CAPITAL IMPROVEMENT PROJECT (CP 888) – NOTICE OF COMPLETION**

DATE: June 24, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Accept the Montebello Boulevard from Los Angeles Avenue to Lincoln Boulevard Capital Improvement Project (CP 888) as completed by Toro Enterprises, Inc.; and
2. Approve the final contract amount with Toro Enterprises, Inc. for the Project in the amount of $3,610,816 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 $180,541 due to Toro Enterprises, Inc. following the mandatory waiting period from the date the Notice of Completion is recorded; and
6. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The final project budget (Attachment A) includes the City Council's previously approved amount of $3,793,511 — including change orders — for the Montebello Boulevard from Los Angeles Avenue to Lincoln Boulevard Paving the Way Capital Improvement Project (CP 888). Additionally, Attachment A shows total expenses for the project amounting to $3,610,816.

The funding for this project was from Proposition C "Paving the Way" bond proceeds. The unspent balance of $182,695 will be available for reprogramming for other qualified street repair projects.

BACKGROUND/DISCUSSION:

On May 14, 2025, the City Council approved an agreement of $3,298,705 with Toro Enterprises, Inc. for the Paving the Way Program Montebello Boulevard from Los Angeles Avenue to Lincoln Boulevard Capital Improvement Project (CP 888). Additionally, City Council authorized the Director of Public Works to review and approve change orders within a 15% contingency($494,806), bringing the total not-to-exceed project budget to $3,793,511.

This project involved the rehabilitation of asphalt pavement along Montebello Boulevard between Lincoln Avenue and Los Angeles Avenue. The improvements enhance the City's transportation infrastructure, improve compliance with the Americans with Disabilities Act (ADA), and incorporate the installation of center median islands to promote traffic safety and corridor beautification, and included the addition of bike lanes traveling northbound and southbound on Montebello Boulevard.

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 recommend City Council to 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 Toro Enterprises, Inc. following the mandatory waiting period from the date the Notice of Completion is recorded.

ATTACHMENT(S)

1. Attachment A - Final Total Project Budget (CP 888)
2. Attachment B - Notice of Completion

Montebello Boulevard from Los Angeles Avenue to Lincoln Boulevard - Paving the Way (CP 888)

Project Expenses	Final Cost
Invoice No. 1	$ 36,545
Invoice No. 2	$ 554,820.17
Invoice No. 3	$ 289,763.89
Invoice No. 4 (Includes Change Orders No. 1, No. 2, & No. 3)	$ 423,226.61
Invoice No. 5	$ 94,914.14
Invoice No. 6 (Includes Change Order No. 4)	$ 77,707.84
Invoice No. 7	$ 49,832.48
Invoice No. 8	$ 59,671.40
Invoice No. 9 (Includes Change Order No. 6)	$ 1,148,312.69
Invoice No. 10 (Includes Change Order No. 5)	$ 492,126.44
Invoice No. 11	$ 98,316.08
Invoice No. 12 (Includes Change Order No. 7)	$ 105,038.07
Retention	$ 180,540.78
Total Project Cost:	**$ 3,610,815.66**

Project Funding	Budget Amount
Awarded Construction Contract to Toro Enterprises, Inc. - May 14, 2025 City Council Meeting	$ 3,298,705.00
Awarded 15% Construction Contigency to Toro Enterprises, Inc.- May 14, 2025 City Council Meeting	$ 494,806.00
Total Project Budget:	**$ 3,793,511**

Remaining Project Funds: $ 182,695.34

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 June 24, 2026. The general scope of work consisted of rehabilitation of asphalt pavement along Montebello Boulevard between Lincoln Avenue and Los Angeles Avenue. The improvements enhanced the City's transportation infrastructure, improve compliance with the ADA, and incorporate the installation of center median islands to promote traffic safety and corridor beautification, and included the addition of bike lanes traveling Northbound and Southbound on Montebello Boulevard.

8. The name of the contractor, if any, for such work of improvement was Toro Enterprises, Inc. May 14, 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**: Paving the Way Program Montebello Boulevard from Los Angeles Avenue to Lincoln Boulevard (CP 888)**

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 # 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: **AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4542 TO CROSSTOWN ELECTRICAL AND DATA, INC AND PROFESSIONAL SERVICES AGREEMENT NO. 4543 TO POWER OF FAITH CONSTRUCTION FOR THE PROVISION OF ON-CALL ELECTRICAL MAINTENANCE AND REPAIR SERVICES**

DATE: June 24, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Award Professional Services Agreement No. 4542 to Crosstown Electrical and Data, Inc. for the provision of electrical maintenance and repair services at City facilities and infrastructure in an amount not-to-exceed $165,000 annually; and
2. Award Professional Services Agreement No. 4543 to Power of Faith Construction for the provision of electrical maintenance and repair services at City facilities and infrastructure in an amount not-to-exceed $30,000 annually; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

These services will be funded through the City's applicable operation and maintenance budgets designated for facility maintenance, infrastructure repairs, and public works operations.

The agreements will be structured as on-call, as-needed contracts with compensation based on approved hourly labor rates, equipment rates, emergency response rates, and material markups as submitted in each contractor's Cost Proposal.

The combined total not-to-exceed annual amount for both agreements is $195,000,

consisting of $165,000 annually for Crosstown Electrical and Data, Inc. and $30,000 annually for Power of Faith Construction. Funding has been incorporated into the Fiscal Year 2026-27 adopted budget. The initial agreement terms for both contractors is three years, through June 30, 2029. The agreements include provisions to extend them by two, one-year terms. Subsequent fiscal year budgets will include sufficient appropriations to support ongoing services for the term of the agreements.

Should additional funding be required based on service demand or emergency response needs, staff will return to the City Council with a budget amendment recommendation.

BACKGROUND/DISCUSSION:

The City of Montebello is responsible for the maintenance, operation, and repair of a wide range of electrical systems supporting municipal services, including public buildings, parks, street lighting, traffic signals, and other critical infrastructure. These systems are essential to ensuring public safety, operational continuity, and the reliable delivery of City services. Many of these systems are aging and require ongoing maintenance, rapid troubleshooting, and emergency repair services. Historically, electrical services have been performed on an as-needed basis. However, increasing demand for responsive maintenance, emergency repair needs, and system reliability has created the need for structured on-call service arrangements.

On May 14, 2026, the City issued Request for Proposals (RFP) No. 26-13 seeking qualified and licensed electrical contractors to provide on-call citywide electrical maintenance and repair services, including installation, troubleshooting, repair, and emergency response on a 24-hour basis. The scope of work includes, but is not limited to, repair and maintenance of interior and exterior electrical systems, street lighting, traffic signal electrical components, high-mast lighting systems, lighting replacement, circuit troubleshooting, and emergency electrical services at various City-owned facilities and infrastructure locations.

Due to the specialized nature and variability of electrical services required throughout the City, the RFP provided for the possibility of awarding agreements to multiple qualified contractors. Utilizing multiple contractors will provide greater flexibility, improve response times, increase service capacity during periods of high demand, and ensure continuity of operations in the event one contractor is unavailable to respond to urgent service requests.

ENVIRONMENTAL:

N/A

ANALYSIS:

The City conducted a competitive procurement process in accordance with RFP No. 26-13. Proposals were evaluated based on qualifications, experience, references, responsiveness, and cost proposals as outlined in the solicitation.

Following evaluation of the proposals received, staff determined that Crosstown Electrical and Data, Inc. and Power of Faith Construction are the most qualified and responsive proposers. Both firms demonstrated extensive experience performing electrical maintenance and repair services, the ability to meet 24-hour emergency response requirements, familiarity with municipal infrastructure systems, and knowledge of applicable electrical codes and safety standards.

Staff recommends awarding agreements to both contractors in order to maximize operational flexibility and ensure the City has adequate resources available to address routine maintenance, planned projects, emergency repairs, and unforeseen service demands. The use of multiple on-call contractors will also provide redundancy and reduce the risk of service interruptions that could impact critical City facilities and infrastructure.

Award of these agreements will ensure:

- Reliable 24-hour availability for electrical maintenance and repair services.
- Timely response to routine and emergency electrical service requests.
- Compliance with applicable electrical codes, OSHA, and Cal/OSHA safety regulations.
- Continuity of maintenance for critical electrical infrastructure, including streetlights and traffic signals.
- Increased service capacity and contractor availability during emergencies and peak workload periods.
- Operational redundancy to support uninterrupted City services.
- Cost-effective service delivery through competitively solicited rates.

Staff recommends awarding Professional Services Agreement Nos. 4542 and 4543 to Crosstown Electrical and Data, Inc. and Power of Faith Construction (respectively) to maintain uninterrupted electrical maintenance and repair services across City facilities and infrastructure.

SUMMARY:

Staff recommend City Council award Professional Services Agreement No. 4542 to Crosstown Electrical and Data, Inc. in an amount not-to-exceed $165,000 annually and Professional Services Agreement No. 4543 to Power of Faith Construction in an amount not-to-exceed $30,000 annually for on-call electrical maintenance and repair services. Each agreement has an initial three-year term (through June 30, 2029), with two, one-year extension options.

Approval of these actions will provide the City with qualified on-call electrical contractors capable of responding to routine maintenance needs, emergency repairs, and infrastructure-related electrical issues throughout the City. Awarding agreements to multiple contractors will enhance service reliability, improve operational flexibility, provide redundancy for critical response needs, and ensure continued maintenance and support of the City's electrical systems through competitively procured on-call services

agreements.

ATTACHMENT(S)

1. Attachment A - Agreement No. 4542 - Crosstown Electrical and Data, Inc.
2. Attachment B - Agreement No. 4543 - Power of Faith Construction

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 4542 WITH CROSSTOWN ELECTRICAL AND DATA, INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **July 1, 2026** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and CROSSTOWN ELECTRICAL AND DATA, INC. (the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional contractor to provide on-call electrical maintenance, repair, troubleshooting, and installation services for City-owned facilities and infrastructure, including but not limited to buildings, parks, street lighting, traffic signals, and related electrical systems; and

WHEREAS, the CONTRACTOR represents that it is fully qualified to perform such services by virtue of its experience, training, licensing, and expertise, including possession of a valid California C-10 Electrical Contractor Licenses;

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. RFP No. 26-13, attached hereto as **Exhibit "A"**.
3. The CONTRACTOR'S Proposal to RFP 26-13, attached hereto as **Exhibit "B"**.
4. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

a. The CONTRACTOR shall provide to the CITY those services that are set forth fully in RFP 26-13 and the Contractor's Proposal, attached hereto as **Exhibit "A" and Exhibit "B"** and incorporated fully herein by this reference (hereinafter "Professional Services").

b. The 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. The CONTRACTOR shall be compensated in an annual amount not-to-exceed **One Hundred Sixty-Five Thousand Dollars ($165,000)** (the "Compensation") for the performance of the Professional Services as set forth in **Exhibit "A".** CONTRACTOR shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONTRACTOR shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

d. The CITY shall be invoiced upon completion of the Scope of Services set forth herein. Payment in full of each invoice shall be due to the CONTRACTOR within thirty (30) days from the date of the invoice.

e. Work performed shall be deemed approved and accepted by the CITY upon invoicing unless the CITY provides written notice within fifteen (15) days of the invoice date specifically identifying the portions of the work the CITY believes to be incomplete or defective, and the corresponding disputed invoice amount(s). The CITY shall pay all undisputed amounts in accordance with the preceding paragraph.

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 **June 30, 2029** 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 CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

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

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

d. The CONTRACTOR shall have the right to retain, subject to the CITY's approval, additional individuals, 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 the CONTRACTOR.

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

SECTION 5. WORK PRODUCT.

a. The CONTRACTOR hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The 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 the CONTRACTOR.

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONTRACTOR and shall be the CITY's agent with respect to obtaining the CONTRACTOR's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval 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 CONTRACTOR which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONTRACTOR, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONTRACTOR. The CONTRACTOR and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONTRACTOR.

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

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

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

workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

a. During the term of this Agreement, the CONTRACTOR shall carry, maintain, and keep in

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

- **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than $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.

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

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

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

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

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

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

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

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

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

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 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.

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

k. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONTRACTOR, and CONTRACTOR's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. The CONTRACTOR 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 CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to the CITY, or the CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONTRACTOR shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-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 the CONTRACTOR and shall not bind or purport to bind the CITY and shall not release the CONTRACTOR from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-contractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the CONTRACTOR under the Agreement.

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

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

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

d.

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

If to Contractor: Crosstown Electrical and Data, Inc.
Attn: Dave Heermance
5454 Diaz St.
Irwindale, CA 91706
(626) 813-6693
Dave@crosstowndata.com

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. The 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.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

[**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")	("CONTRACTOR")
CITY OF MONTEBELLO	**CROSSTOWN ELECTRICAL & DATA, INC.**
Raul Alvarez, City Manager	Dave Heermance, President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Request for Proposals 26-13
- Exhibit B – Contractor's Proposal

EXHIBIT 'A'
REQUEST FOR PROPOSAL 26-13

CITY OF MONTEBELLO

Request for Proposals

RFP No. 26 – 13

On-Call Electrical Maintenance and Repair Services

Release Date: Thursday, May 14, 2026

Online Questions Due: Thursday, May 21, 2026,12:00 p.m. PST

Responses to Question: Wednesday, May 27, 2026, 12:00 p.m. PST

Due Date: Thursday, June 4, 2026, 11:00 a.m. PST

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TO PROSPECTIVE PROPOSERS

The City of Montebello ("City") invites proposal submissions under this Request for Proposals ("RFP"). The City will evaluate responses to this solicitation based on the evaluation criteria set forth herein. Submissions must adhere to the format and content described. Only proposals that adhere to the requirements will be evaluated. The information set forth is the minimum required to qualify for consideration. The successful Proposer will be required to enter into a Professional Services Agreement based on the specifications outlined in this RFP.

DATE OF SOLICITATION

May 14, 2026

PROJECT

On-Call Electrical Maintenance and Repair Services

PROPOSAL OWNER

City of Montebello – Public Works
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: James Coiner, Deputy Director of Public Works
Contact Phone: (323) 887-1460
Contact E-Mail: jcoiner@montebelloca.gov

PROPOSAL CONTACT

City of Montebello – Public Works
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Vanessa Ramos, Administrative Manager
Contact Phone: (323) 887-1200
Contact E-Mail: varamos@montebelloca.gov

Prospective proposers must register their business with PlanetBids before being able to view or submit a response. To access the City's PlanetBids Portal, please go to:

https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839

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Appendix A – Proposal Content and Format
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Appendix D – Sample Professional Service Agreement

1.0 Notice Inviting Proposals

The City of Montebello (the "City") is seeking proposals from qualified and experienced contractors or firms to provide on-call electrical maintenance and repair services on an as-needed basis. Work will support the maintenance, repair, troubleshooting, and installation of electrical systems across City-owned facilities and infrastructure, including public buildings, parks, street lighting, traffic signals, and other municipal assets.

Typical assignments may include troubleshooting and repair of 110-volt and higher interior and exterior circuits; maintenance and replacement of office lighting; and servicing high-mounted lighting systems, including sports field fixtures at heights of approximately 25 to 60 feet.

The selected contractor(s) shall provide all necessary labor, equipment, materials, and personnel to perform the required services. Contractors will be expected to respond promptly to service requests and complete all work in accordance with applicable local, state, and federal regulations, as well as recognized industry standards. Services may include, but are not limited to, emergency repairs, routine maintenance, system upgrades, and other electrical improvements as directed by the City.

The City intends to establish a pool or benchlist of qualified contractors to provide these services on an on-call basis. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

To view the complete RFP package, please visit:

https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839

Prospective proposers must register with PlanetBids before being able to view or submit a response.

Questions must be submitted via PlanetBids by **Thursday, May 21, 2026, at 12:00 p.m. PST**

Responses to Questions will be uploaded to PlanetBids by **Wednesday, May 27, 2026, at 12:00 p.m. PST**

Proposals must be submitted via PlanetBids by **Thursday, June 4, 2026 at 11:00 a.m. PST**

Responses will be evaluated to determine the contractor that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described. The City reserves the right to accept or reject any and all proposals.

2.0 Introduction

The City of Montebello invites qualified contractors to submit proposals for professional services to provide on-call electrical maintenance and repair services. The selected contractor(s) shall furnish all labor, materials, tools, equipment, transportation, and incidentals necessary to perform a full range of electrical services, including but not limited to installation, maintenance, troubleshooting, repair, and emergency response. The contractor will also ensure that all work is performed in compliance with City standards, approved plans, and applicable federal, state, and local traffic safety regulations, while coordinating schedules to minimize disruption to City operations.

About the City of Montebello

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

3.0 Timeline

- Release RFP — Thursday, May 14, 2026
- Online Questions — Thursday, May 21, 2026, at 12:00 p.m. PST
- Responses to Questions — Wednesday, May 27, 2026, at 12:00 p.m. PST
- Deadline to Submit Responses — Thursday, June 4, 2026, at 11 a.m. PST
- City Review of Submissions — Monday, June 8, 2026
- Notifications Sent to Contractors — Thursday, June 25, 2026
- Award — Wednesday, June 24, 2026

4.0 Purpose

The purpose of this solicitation is to identify qualified contractor(s) with the experience, technical knowledge, and resources necessary to support the City in all aspects of the services described in this Request for Proposals (RFP). The City of Montebello is seeking proposals from qualified firms to provide on-call citywide electrical services on an as-needed basis.

This initiative is intended to ensure that the City's electrical systems and infrastructure remain safe, reliable, and fully operational. Services will support the timely maintenance, repair, troubleshooting, and installation of electrical components across a

range of City-owned facilities and assets. The selected contractor(s) will play a critical role in maintaining service continuity, addressing urgent electrical issues, and supporting planned improvements and upgrades.

The City anticipates establishing a pool of qualified firms capable of responding efficiently to varying service demands, ensuring high-quality workmanship, regulatory compliance, and consistent service delivery aligned with industry standards.

The City is committed to maintaining safe, efficient, and reliable electrical systems that support public safety and daily operations. The objective of this project is to provide timely, high-quality electrical services, including the installation, maintenance, repair, and replacement of electrical systems, while minimizing disruption to City operation and the public.

5.0 Scope of Work/Services

The selected contractor(s) shall provide on-call electrical services on an as-needed basis to support the City of Montebello's facilities and infrastructure. Services shall include, but are not limited to, maintenance, repair, troubleshooting, and installation of electrical systems. All work shall be performed in a timely, safe, and professional manner in accordance with the requirements set forth herein.

The Scope of Services shall include, but is not limited to, performing the following tasks:

- **1. Licensing and Regulatory Compliance**

The Contractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances. At a minimum, the Contractor shall:

- Obtain and maintain a valid City of Montebello Business License throughout the duration of the contract.
- Possess and maintain a valid State of California Contractor's License, including a C-10 Electrical Contractor License or other appropriate classification as required.
- Ensure all work is performed in compliance with applicable safety standards, codes, and regulatory requirements.

- **2. Labor, Equipment, and Materials**

The Contractor shall furnish all labor, supervision, equipment, tools, materials, and incidentals necessary to perform the required services. Specifically:

- The Contractor shall be fully equipped, adequately staffed, and prepared to perform services upon assignment.
- All personnel shall be properly trained, qualified, and experienced in performing electrical work consistent with industry standards.
- The Contractor shall provide sufficient staffing levels to meet the demands of each work assignment and ensure timely completion.

- **3. Availability and Response Requirements**

The Contractor shall be available to respond to service requests on a continuous basis, including after-hours, weekends, and holidays:

- Services shall be available **24 hours per day, 7 days per week, 365 days per year**.
- Contractor shall respond to routine service requests within **two (2) hours** of notification.
- Contractor shall respond to emergency service requests within **one (1) hour** of notification. Emergency work shall be billed at the applicable emergency rate.
- The City's standard business hours are **7:30 a.m. to 5:30 p.m., Monday through Thursday**; however, work may be required outside of these hours.
- All costs, including labor, equipment, and materials, shall be clearly identified in the Contractor's proposal and will be billed in accordance with the approved fee schedule.

- **4. Safety Requirements and Incident Reporting**

The Contractor shall be responsible for maintaining a safe working environment at all times:

- All work shall be performed in accordance with applicable OSHA and Cal/OSHA safety standards and industry best practices.
- The Contractor shall ensure the safe handling, storage, and operation of all equipment and materials.
- Any unsafe condition observed shall be immediately addressed and reported to the City's Contract Administrator if significant corrective action is required.
- The Contractor shall immediately notify the Contract Administrator of any accident, injury, or emergency incident occurring in connection with the work.
- A written incident report shall be submitted within **three (3) calendar days**, if requested by the City.
- The Contractor shall fully cooperate with the City in the investigation of any incidents.

- **5. Identification, Uniforms, and Professional Conduct**

The Contractor shall maintain a professional appearance and clearly identifiable presence while performing services:

- All vehicles and equipment used in the performance of work shall be clearly marked with the Contractor's company name or logo at all times, including during emergency responses.
- All personnel shall wear uniforms or shirts clearly displaying the company name, subject to approval by the Contract Administrator.
- Personnel shall maintain a neat and professional appearance at all times.
- Appropriate personal protective equipment (PPE), including safety footwear and other required gear, shall be worn in accordance with State safety regulations.
- High-visibility safety vests or reflective apparel shall be worn when working within public rights-of-way or traffic areas.

6.0 Contractor Qualifications

The selected contractor must have the following minimum qualifications:

- A skilled and professional team, with clearly defined roles and responsibilities, capable of delivering high-quality results.
- Relevant experience for the type of work outlined in the Scope of Services.
- Extensive knowledge of historical preservation.
- Significant experience working with local governments.
- Demonstrated knowledge of applicable local, state, and federal codes and laws that may be applicable to the work.
- Demonstrated knowledge and capability to produce project documents as outlined in the Scope of Services.
- Proven record of completing tasks and projects on-time and on-budget.
- Flexibility in adapting to meet the needs of unique organizations.

Background Check
Contractor representatives working on-site and in some remote capacities, will be required to undergo a background check conducted by the City.

7.0 Proposal submittal
Please review Appendix A - Proposal Format and Content, attached hereto and incorporated herein by this reference, for specific details regarding the information that needs to be included in your submission. Failure to provide all requested information may be considered “non-responsive” and rejected.

Responses to this RFP must be submitted electronically via the City’s PlanetBids Portal by the deadline. Any responses transmitted and/or time-stamped after the deadline will not be accepted. Consultants planning to submit responses to this request are highly encouraged to submit all documentation before the deadline to avoid technical difficulties/errors.

8.0 Evaluation Criteria
The City will establish an evaluation committee to review and rate each proposal. The proposal evaluation process will be conducted using a multi-step method which will include the following steps:

A. **Preliminary Proposal Review** - The evaluation committee will review each submission to ensure adherence to the minimum/proposal format requirements.
B. **Proposal Evaluation** - In the second part of this process, the evaluation

committee will review and rate proposals using a combined score based on the following:

i. Qualifications as they relate to this RFP - 65%
   a. Thoroughness and understanding of the tasks to be completed
   b. Background and experience
   c. Knowledge of the City of Montebello
   d. Experience of personnel assigned to the work
   e. Communication Skills
   f. Interview, if required

ii. Reputation for integrity and competence – 15%
   a. Positive Reference Checks
   b. Work Samples

iii. Proposed fees for services – 20%

The City reserves the right to request and obtain, from one or more proposers, supplementary information as may be necessary for the City to analyze the proposal pursuant to selection criteria. Upon completion of the evaluation phase, the City may select those contractora for interviews whose proposals and qualifications most closely conform to the requirements of this RFP and provide the best value to the City.

9.0 Protest Procedures

Proposal Protest Procedures (Before Proposal Opening)

A protest filed before the proposal due date deadline must be filed in writing or by email no later than ten (10) working days before the due date. The most common types of protest that might be filed before a proposal due date include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal due date.

When a protest is filed before a scheduled proposal due date, certain steps must be followed:

A. The protest must be submitted in writing within the specified time frame (no later than ten (10) working days prior to a proposal due date). All protests must be filed with the Director of Finance for determination. Protest must be submitted to the Director of Finance by mail or e-mail within the specified time frame. Protests can be sent to:

   Mail:
   Michael Solorza, Director of Finance
   City of Montebello

Attn: Department of Finance
1600 W. Beverly Blvd
Montebello, CA 90640

or

E-mail:
msolorza@montebelloca.gov

B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.

C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.

D. All potential proposers will be advised of a pending protest.

E. The City shall not review proposals prior to the resolution of the protest unless it is determined that:

- The items to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make a prompt award will otherwise cause undue harm to the City.

The City will respond in writing within ten (10) working days after receipt of a properly filed protest. The Director of Finance will respond and include a response to each substantive issue raised in the protest.

After the exhaustion of administrative remedies, the protesting party will be given the City's final decision. The Director of Finance has the authority to decide on all protests.

Proposal Protest Procedures (After Proposal Due Date/Post Award)
A protest filed after a proposal deadline/due date must be filed within three (3) working days after the proposal deadline/due date. The City will grant the protesting Consultant a fair review and shall have up to ten (10) working days to review the protest and render its decision.

10.0 Execution of Agreement

The resulting agreement (see attached sample) shall be signed by the successful Vendor and returned within the required insurance within ten (10) business days after the City has provided written notice that the Vendor has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall cause, at the City's option, for annulment of the award. Please review the insurance requirements and indemnification clause in the attached sample agreement. Should the successful Vendor decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation.

11.0 Insurance

The Contractor selected must meet the following minimum insurance requirements upon execution of the City's Professional Services Agreement:

A. **Commercial General Liability**

Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury with limits no less than $1,000,000 per occurrence and $2,000,000 aggregate.

If requested, the "City of Montebello, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to the Insurance Services Office, Inc. Form CG 20 10 11 85 of CG 20 26 1185.

B. **Business Automobile Liability**

For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form CA 00 01 covering, Code 1 (any auto), or if the Consultant has not owned autos, Code 8 (hired) and 9 (non-owned) with a limit no less than $1,000,000 per accident for bodily injury and property damage.

If an automobile is not necessary to perform services, the Vendor must submit a written request for a waiver of this requirement.

C. **Professional Liability or Errors and Omissions**

Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the Consultant to provide professional liability or errors and omissions liability insurance in an amount not less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability.

D. **Workers' Compensation and Employer's Liability**
Workers' compensation as required by the California Labor Code and Employer's Liability in an amount not less than $1,000,000 per accident for bodily injury or disease.

Required Insurance Documentation

Certificate of Insurance

The Certificate Holder must be listed as follows:

City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

Endorsements (if requested)

In addition to the Certificate of Insurance, the Vendor must provide the following endorsements:

Additional insured endorsements to the general liability and auto liability* insurance policies. The "City of Montebello, its officials, employees, and agents" must be endorsed to the Consultant's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

Cancellation notice endorsements. Each policy must be endorsed to certify that it will not be canceled or non-renewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation due to nonpayment of premium is acceptable).

Primary, non-contributory coverage endorsements. The general liability and professional liability (if required) policies must be endorsed to provide that each policy shall apply on a primary, non-contributing basis with any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees, and agents.

Waiver and Modifications of Insurance Requirements

To the extent permitted by law, the City may modify these insurance requirements at any time and at its sole discretion.

In general, any contract deemed sole source, professional/professional services, involves the disclosure of proprietary information, and/or a public works project may require revisions to the City's standard insurance requirements. Any revisions to the insurance requirements will be identified within the associated service contract terms

and conditions.

Vendor may request a waiver or modification of these insurance requirements. Waiver or modification requests must be submitted in writing. The request should state the specific insurance requirement that is being considered for waiver or modification and provide a brief explanation for the request. Requests will be reviewed on a case-by-case basis, and the decision will ultimately depend on the scope of services. The final decision to approve or deny a request will be at the City's legal authority and/or an authorized designee's discretion.

12.0 Use of Federal Funds

~~The project is funded through a Sustainable Communities Grants from Caltrans which requires compliance with certain federal regulations~~. The United States Federal Government requires purchases of items and services to meet specific standards when using Federal funds, including grants, cooperative agreements, contracts, and Federal funds "passed-through" to the City from a non-Federal entity (i.e., sub-recipient agreements). These requirements are codified under the Code of Federal Regulation's (CFR) Title 2, Subtitle A, Chapter II, Part 200 (also referred to as "2 CFR 200" or "Uniform Guidance") and the Federal Acquisition Regulations (FAR), as applicable.

The following standards apply to all purchases of items and services using Federal funds:

- Transactions shall be conducted lawfully and ethically
- Unnecessary/duplicative purchases are not permitted
- Utilizing a vendor or supplier on the U.S. Federal Government's Debarred and Suspended List (available at SAM.gov) is prohibited
- All individuals involved in the expenditure of federal monies must avoid any actual or apparent conflict of interest
- Procurement transactions must be conducted in a manner providing full and open competition
- Opportunities should be provided to minority businesses, women's business enterprises, and labor surplus area firms when possible
- Contracts and purchase orders should include the contract provisions required by 2 CFR 200 Appendix A
- Purchases of goods and services must include documentation detailing the procurement history

In addition to Federal standards, purchases must adhere to applicable local policies and procedures as defined in Montebello Municipal Code Chapters 3.20 and 3.21 and any relevant administrative policies. The most restrictive terms prevail when a conflict is present.

13.0 Non-Commitment of City

While the City intends to select a Contractor through this process, this intention is subject to change at any time during the process. The City does not commit to awarding an agreement, paying any costs incurred in preparing the proposal for this request, and/or procuring or contracting any items or services.

14.0 Labor Requirements

A. **Background:** All personnel engaged in the performance of this work shall be employees of the Contractor and, as such, shall be warranted to possess sufficient experience and reliability to perform this work.

B. **Health:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Consultant allow the use of or presence of alcohol or drugs on the premises or in the building.

C. **Non-Discrimination:** The Contractor shall not engage in discrimination in the employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex, or religion of such persons.

D. **Conduct:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the work properly and acceptably or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.

15.0 Records

The Contractor agrees to permit the City Manager or designee access to records, reports, files, and other papers or property of the Consultant to audit any performance aspect under this agreement.

16.0 Subcontractors

The Contractor shall be responsible for all work performed under the final agreement and shall keep all work under his control. No portion of the work may be subcontracted without the prior written consent of the City. All subcontractors used on this work shall be under the direct supervision of the Contractor and shall be considered as their employees. Any approved subcontractors must provide insurance indemnifying the City with limits at or exceeding the limits of the Contractor's insurance.

17.0 Modifications/Changes

Changes in the areas serviced and/or specifications may be necessary during the agreement term. Changes in the agreement’s requirements and corresponding changes

in compensation may be implemented upon mutual understanding between the City and the Contractor. These changes will be processed by the City Manager.

18.0 Disclosure of Information

A. The Contractor agrees that it will not during or after the term of the agreement, disclose any proprietary information or confidential business information of the City, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, Contractor, corporation, association, or other entity or the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information received by the Contractor shall be used exclusively in connection with the performance of services.

B. The Contractor shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Contractor hereunder or mentioning or implying the name of the City or its respective personnel without the prior written consent of the City.

19.0 Ex-Parte Communications

Contractor and Contractor representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about this RFP. This requirement also includes any evaluation panel member, except for designated RFP facilitators. This requirement remains in effect until after award notifications have been made.

This restriction does not prohibit Contractor and their representatives from making oral statements or presentations to City representatives during a scheduled public meeting.

20.0 City of Montebello Rights

At its discretion, the City reserves the right to:

A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:

   i. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
   ii. The Contractor, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
   iii. The Contractor failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.

B. 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;

C. Accept all or any part of a proposal;

D. Cancel the entire RFP;

E. Issue subsequent RFPs; or

F. Waive any errors or informalities in any proposal to the extent law permits.

Please review:

Appendix A – Proposal Content and Format

Appendix B – Cost Proposal

Appendix C – References

Appendix D – Sample Professional Service Agreement

Appendix "A"

Proposal Content and Format

Proposal Content

The contractor shall be responsible for preparing a compelling, clear, and concise proposal. The City is requesting electrical services, which contains at a minimum the following information:

1. **Relevant Experience** - Please include information describing your experience providing similar services for public agencies. Provide a minimum of three (3) specific examples of relevant experience. At a minimum, the vendor should provide a list of the most recent projects (i.e., completed within the last five (5) years is preferred, but samples outside of this timeframe will be accepted if relevant) for which the consultant has performed similar services of similar size, scope, and complexity.

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

   Resumes may also be included in this section for any key staff associated with project.

2. **Conflict of Interest Statement –** The vendor shall disclose any financial, business, or other relationship with the City that may have an impact upon the selection process. If the vendor does not have any such conflicts, a statement declaring such should be included in their submission.

3. **Cost Proposal –** Cost proposal should include the following:

   Total All-Inclusive Not-To-Exceed Maximum Price: The cost proposal should contain all pricing information relative to performing the scope of work as described in this request for proposals. The total all-inclusive maximum not-to-exceed price is to contain all direct and indirect costs, including all out-of-pocket expenses.

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

All proposals must be submitted using the PlanetBids Portal by Thursday, June 4, 2026, at 11:00 AM PDT. It is highly encouraged that proposals are submitted ahead of the

deadline to avoid any technical difficulties that might be encountered while using the portal.

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

Responses shall be printed on 8-½ -inch by 11-inch paper. Font Times New Roman Font (preferred), 12pt font size. Proposals should also include the following:

1. Title Page showing the request for proposals subject; the vendor's name; the name, address, email and telephone number of the contact person; and the date of the proposal.

2. Detailed proposal following the order set forth in the "Proposal Content and Format" of this RFP.

Appendix "B"

Cost Proposal

Contractor Name: _____

Contractor License #:_____

Labor Only Items	Business Hours Rate	Overtime Hours Rate	Emergency/Holiday Rate
Journeyman/Hour	$ /hr	$ /hr	$ /hr
Supervisory/Hour	$ /hr	$ /hr	$ /hr
Labor and Equipment Items	Business Hours Rate	Overtime Hours Rate	Emergency/Holiday Rate
Bucket Truck	$ /hr	$ /hr	$ /hr
15' to 40' Personnel Lift	$ /hr	$ /hr	$ /hr
41' to 110' Personnel Lift	$ /hr	$ /hr	$ /hr
Total			
Materials Markup: _____%			

Labor: is the cost per hour for one non-supervisory or apprentice personnel including all associated costs at prevailing wage rates.

Supervisory: is the cost per hour for one supervisory or journeyman/foreman personnel including all associated costs at prevailing wage rates.

Business Hours: are considered 7:30 a.m. through 5:30 p.m., Monday through Thursday.

Overtime: is the cost per hour over an 8-hour workday or 40-hour work week or for hours worked after 4:30 p.m.

Materials Markup is the percentage added to the actual wholesale (no retail pricing will be accepted) cost of materials or special equipment rental. Proof of material costs will be required.

Emergency/Holiday is the cost per hour for after-hours work with a one- hour minimum response time or services performed on any national holiday at prevailing wage rate.

Authorized Representative: _____ Signature: _____
Date: _____

Appendix “C”

Reference Sheet

RFP 26 – 13 On-Call Electrical Maintenance and Repair Services

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Appendix “D”

Sample Professional Services Agreement

[See Next Page]

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. _____
WITH CONSULTANT NAME

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **_____, 202X** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and Consultant Name (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide Public Records Request Software services in the CITY; and

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

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

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

SECTION 2. SERVICES / COMPENSATION.

a. All terms, conditions, requirements, and provisions of the Request for Proposals for _____ in the City of Montebello (insert date issued) ("Request for Proposals"), as such is set forth fully in **Exhibit "A**" hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

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

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

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire three (3) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2) one-year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

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

SECTION 4. PERFORMANCE.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

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

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

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

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

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

The CONSULTANT agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed

boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of the CONSULTANT's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

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

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

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

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

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

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

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

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

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

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

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: [insert designated email]

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.go

With a copy to:
City of Montebello – Department Name
Attn: Name and Title of Department Head
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200 ext.
Email: [ENTER EMAIL ADDRESS]

If to Consultant:
Consultant Name
Attn: _____
Address
City, CA #####
(###) ###-####
Email:

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

[**SIGNATURE PAGE TO FOLLOW**]

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

("CITY")	("CONSULTANT")
CITY OF MONTEBELLO	**CONSULTANT NAME**
Raul Alvarez, City Manager	Full Name, Title

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Request for Proposals for Services and Contractor's Proposal
- Exhibit B – Schedule of Compensation
- Exhibit C – Labor Law Requirements [Delete if not applicable and/or continue listing Exhibits as applicable]
- Exhibit D – Live Scan Fingerprinting Requirement [Delete if not applicable and/or continue listing Exhibits as applicable]

EXHIBIT 'B'
CONTRACTOR'S PROPOSAL

City of Montebello

REQUEST FOR PROPOSAL

RFP NO. 26-13

ON-CALL ELECTRICAL MAINTENANCE AND REPAIR SERVICES

BID DUE: THURSDAY, JUNE 4 AT 11:00 AM

Submitted By:

David P. Heermance

Crosstown Electrical & Data, Inc.

13595 12th St., Chino, CA 91710

626-813-6693

dave@crosstowndata.com

June 4, 2026

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

To Whom it May Concern:

Crosstown Electrical and Data Inc. ("Crosstown") is honored to submit this proposal to serve the City of Montebello's request for On-Call Electrical Maintenance and Repair Services.

Crosstown is a local Southern California based Electrical & General Contractor specializing in Traffic Signal Maintenance, installation of Electrical and ITS Infrastructure, fiber optics, copper, wireless, communications, closed circuit television systems, traffic signal installations and modifications. We are a powerful team that provides quality traffic signal and street lighting maintenance services as well as all types of traffic signal related construction and communication/interconnect work. Our team cares greatly about each City we work for and take care in providing excellent service.

Crosstown's Traffic Maintenance division currently employs professional IMSA certified traffic signal/streetlight electricians and an operational staff consisting of dispatchers, billing specialists, customer service representatives, purchasing agent, and management team. We have the experience required and we are qualified to perform the scope of work stated in this RFP. Crosstown intends to use in-house personnel and equipment required to service the city of Montebello. We support the International Municipal Signal Association (IMSA) training procedures with all of our technicians obtaining advanced certification through in-house training and participation in IMSA certification courses. The specialized experience and professional competence of Crosstown's personnel is identified in the personnel section of this response.

Crosstown maintains an A & C-10 License, No. 756309. We are also registered with the Department of Industrial Relations, No. 1000000155. Crosstown owns all of its own bucket trucks, work trucks, bobcats, cranes, boring rigs and traffic control equipment. David Heermance, President, is the person authorized to submit the proposal and will have contractual responsibility with the City of Montebello

We are confident in our ability to meet and exceed the City's expectations, leveraging our technical expertise, comprehensive resources, and commitment to public safety. Thank you for considering our proposal. We look forward to the opportunity to serve the City of Montebello as your On-Call Electrical Maintenance and Repair Service Team.

Best Regards,

Dave Heermance –President
5454 Diaz St., Irwindale, CA 91706
Phone: (626) 813-6693;
Email: Dave@crosstowndata.com
www.crosstowndata.com

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- Cost Proposal
- Appendix C Reference Form
- Technician Resumes & Certificates

EXPERIENCE AND QUALIFICATION OF THE FIRM

Crosstown Electrical & Data, Inc. was incorporated in 1998 and has been providing Electrical, ITS and traffic signal services successfully for the past 27 years and our acquired traffic signal maintenance division has over 40 years of experience. Crosstown is 100% owned and operated by Mr. David Heermance. We currently have 165 employees with the qualified staff necessary to perform the tasks and services required of this request for proposal. Our traffic signal and street light maintenance technicians are available to take on this contract and provide an exceptional level of service.

Crosstown has good relationships with many cities throughout California, including multiple traffic signal maintenance contracts. See reference section for reference projects and details. Crosstown maintains a Class "A" General Construction license and a class "C-10" Electrical license, No. 756309, Expires 11/30/26. We are registered with the Department of Industrial Relations, DIR # 100000155. Crosstown complies with the California Labor Code. Pursuant to said regulations entitled: Federal Labor Standards provisions; Federal Prevailing Wage Decision; and State of California Prevailing Wage Rates, respectively. Crosstown complies with the Copeland Anti- kickback Act (18 USC 874 C) and the implementation regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

Commitment to Service, Safety, and Value

We understand the responsibility that comes with maintaining critical municipal infrastructure. Our approach emphasizes:

- Rapid, reliable emergency response
- Cost-effective, proactive system maintenance
- Transparent communication with City staff
- Full compliance with Cal/OSHA and MUTCD safety standards

Responsible, Competitive pricing

Our rate schedule is designed to deliver maximum value without compromising quality. Key features include:

- **Fair, efficient labor rates** – no inflated charges
- **Low-use equipment priced lean** – savings where it matters
- **Materials markup capped at 15%** - budget friendly control
- **Optional preventive maintenance program** – fixed monthly cost for predictability

Why Choose Crosstown?

Smart Maintenance. Honest Pricing. Reliable Results.

- **Experience You Can Trust:** IMSA Certified Technicians, fast callouts, high uptime
- **Responsiveness That Delivers:** Routine & Emergency response times that meet or exceed the city's requirements.
- **Transparent and Accountable:** Detailed reporting, photo documentation, no surprise fees
- **Ready to Hit the Ground Running:** Our team will be prepared to begin when the City is ready!

Key Contact Information:

Company Name:	Crosstown Electrical & Data, Inc.
Legal Form of Company:	Corporation
License no.:	756309
Federal Employer ID #:	22-3611877
DIR #:	1000000155
Primary Project Contact: **Telephone Number:** **Cell Phone:**	Jerry Davis: Senior Operations Manager (951) 738-1444 (951) 260-3694
Email:	jdavis@crosstowndata.com
Corporate Office:	5454 Diaz Street Irwindale, CA. 91706 (626) 813-6693
Secondary Office:	13595 12th St. Chino, CA 91710

PROJECT TEAM QUALIFICATIONS/ QUALIFICATIONS OF KEY PERSONNEL

Crosstown's technicians are skilled and regularly engaged in traffic signal and street light maintenance as well as performing underground Service alerts (USA's). References from other cities in which we provide Traffic Signal and Street Light Maintenance services is provided below. Crosstown has the resources and experience to provide cost-effective and quality professional services to the city.

Crosstown has extensive experience working in busy arterial roadways, freeways, and intersections and is capable of taking all necessary safety precautions to provide both a safe working environment for our team as well as safety for the traveling public.

Our Technicians carry the IMSA Traffic Signal Field Technician certifications. Our lead technician will be a Sr. Level III certified technician which includes education and knowledge in M.U.T.C.D , understanding of basic electronics and electrical standards in the National Electrical Code, National Electrical Safety code, Traffic Control Devices Handbook, lightning and grounding protection and traffic signal preemption devices, and data communication methods. It is understood that any change to the assigned transportation system electrician staffing shall require City approval.

KEY PERSONNEL / QUALIFICATIONS

A. Crosstown's Qualified Maintenance Personnel

Crosstown will maintain an adequate level of labor resources as required by the Scope of Work. The designated manager will have full involvement in the work effort. The following key personnel and support team will be associated with the fulfillment of this Scope of Work and performance of specified tasks. (Technician resumes are also attached at the end of this document):

a. **Shea Grotke - Maintenance Technician / IMSA Field Technician Level III**: Shea would serve as a lead technician for this project. He has a Bachelor of Arts in Computer Science from Cal State San Bernardino. He has experience as a General Maintenance Supervisor of a Building Complex and working in General Construction for Shimmick. Shea joined Crosstown in March of 2020 and has his IMSA Work Zone Safety and Traffic Signal Level I, II, and III certifications. Shea is also an IBEW Union Traffic signal Maintenance Technician, he is bucket truck certified, and trained in Iteris Video Detection systems, Gridsmart Video Detection systems, and Econolite Controller Programming. He has currently been providing Maintenance services in the cities of Laguna Hills, West Hollywood, Maywood and Los Alamitos. Please see attached resume for additional information.

b. **Galt Grotke – Maintenance Technician / IMSA Field Technician Level III:** Galt Grotke will serve as a asst. lead technician and is a highly skilled and certified Traffic Signal Technician with over seven years of hands-on experience maintaining, troubleshooting, and repairing traffic signal systems for

multiple municipalities throughout Southern California. As a key member of Crosstown Electrical & Data's Traffic Signal Maintenance Division, Galt brings technical expertise, operational leadership, and a commitment to public safety to every project. Prior to joining Crosstown, Galt served honorably in the United States Air Force as an Electrical and Environmental Systems Technician, where he gained critical experience in troubleshooting complex electrical systems and responding to high-pressure, time-sensitive challenges. This foundation of discipline, precision, and teamwork continues to drive his performance in municipal traffic signal maintenance.

c. **Haresh (Harry) Vaidya – Maintenance Technician / Journeyman Electrician / IMSA Field Technician Level III:** Mr. Vaidya will be the backup technician for this project and he possesses strong technical skills and ability to collaborate with others. He has over 30 years of experience in the industry and his strengths include the installation, repair, and replacement of complex electrical and electronic equipment in the field and in production settings. Mr. Vaidya is experienced in the repair of Econolite ACS/3-2100 and Cobalt controllers and their integrated operation with Econolite Centracs. Please see attached resume for additional information.

B. Crosstown's Management Contacts and Support Staff

a. David Heermance, President - Mr. Heermance is the President and CEO of Crosstown Electrical & Data, Inc. which has been providing Electrical and communication services since 1998. He holds a General Construction Class A license as well as an Electrical Class C-10 License and has led Crosstown to experience continual growth and success each year. Mr. Heermance brings over 40 years of overall experience in the installation, operation, maintenance and management of electronic equipment, communications, traffic signals and fiber optic systems to his team. He has in-depth knowledge and understanding of data communications, fiber optics, video, and their application to traffic signals and Intelligent Transportation Systems. Furthermore, Mr. Heermance has developed exceptional management skills in relation to construction and maintenance and ensures that each project is completed successfully and with a satisfied customer.

b. Jerry Davis – Senior Traffic Signal Maintenance Operations Manager: As Senior Operations Manager Jerry is also the Contract Compliance Manager for this contract. He is responsible for providing strong strategic leadership for the company by working with other management staff and ownership to establish long-range goals, strategies, plans and policies. As well as plan, develop, organize, implement, direct, and evaluate the organization's fiscal function and performance, Jerry works closely with our entire team as well as our clients. He is responsible for the day-to-day direction, oversight and quality control of and delivery of service on this contract. Jerry has over 35 years of experience in traffic signal construction, maintenance, and service operations, many of those years have been spent in high profile leadership roles. Jerry worked many of

his years in this industry as an IBEW Union journeymen electrician, foreman, and general foremen and as a Project Engineer for Steiny & Co. Jerry came to CSC in early 2013 to oversee all aspects of the company's operations and now manages all Traffic Signal Maintenance operations at Crosstown. He is an active IMSA Member and holds his IMSA Work Zone Safety, Level I and Level II Traffic Signal Field Technician Certifications, IMSA Traffic Signal Inspector Certification, as well as the OSHA 30 certification.

c. **Ralph Maciel – Inventory / Warehouse Manager:** Ralph has been with CSC for 19 years and came over to Crosstown in 2020. Ralph is in charge of ordering the equipment that is needed on a day-to-day basis and ensuring that the supplies stay well stocked. His knowledge of traffic signal equipment has been a vital asset in keeping our warehouse stocked with all the equipment, tools, and supplies needed to keep our city's intersections running and looking great.

d. **Dan Bylund – Purchasing / IT System Administrator:** Dan has a BA in Business and is a Certified Microsoft Professional. He has been with the company for over 5 years and is currently working with our Web-based Maintenance Management System (MMS). This real time work monitoring program (Sales Force) allows the cities to see how the preventative and response maintenance is going on a day-to-day, hour-by-hour time basis. Dan is our liaison with the companies we purchase our equipment through. He also is involved with our monthly invoicing to the cities.

C. **Subconsultants –** In the case loops are required for a task orde, Crosstown proposes to subcontract Smithson Electric:

a. **Smithson Electric**

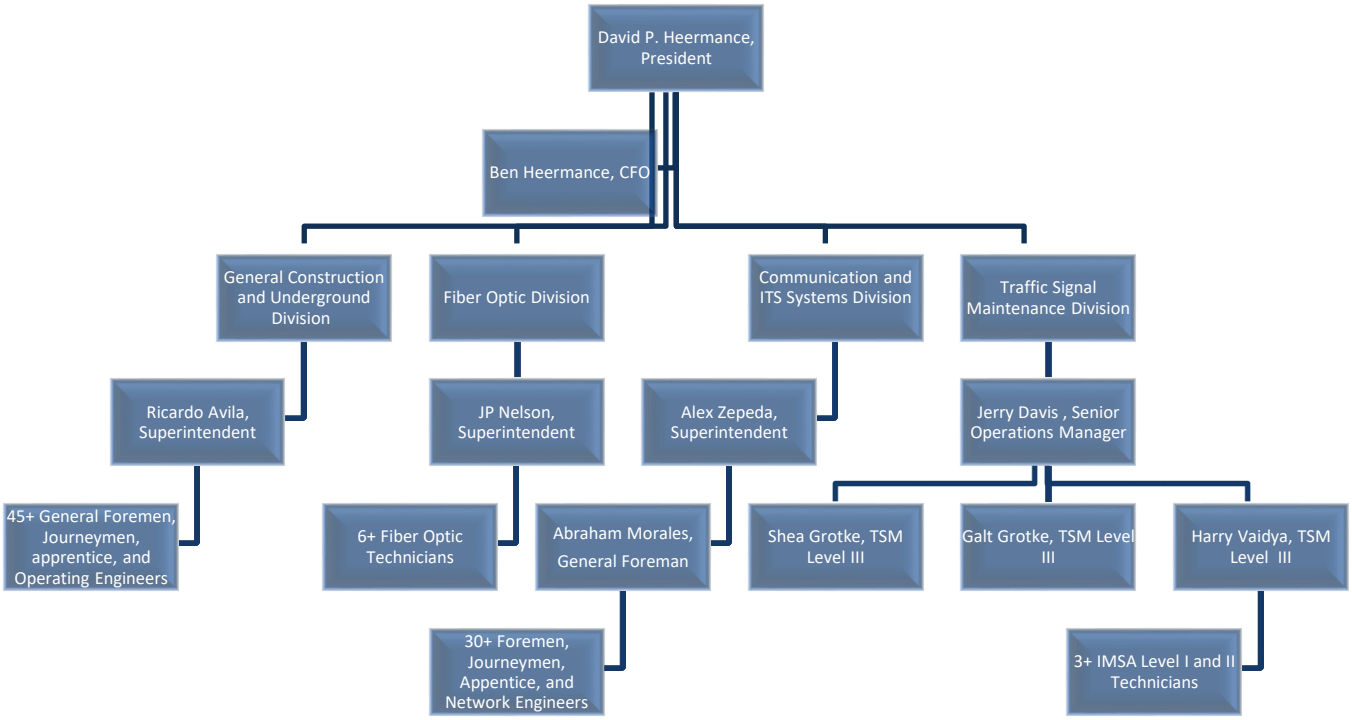
1938 E. Katella Ave.

Orange, CA 92867

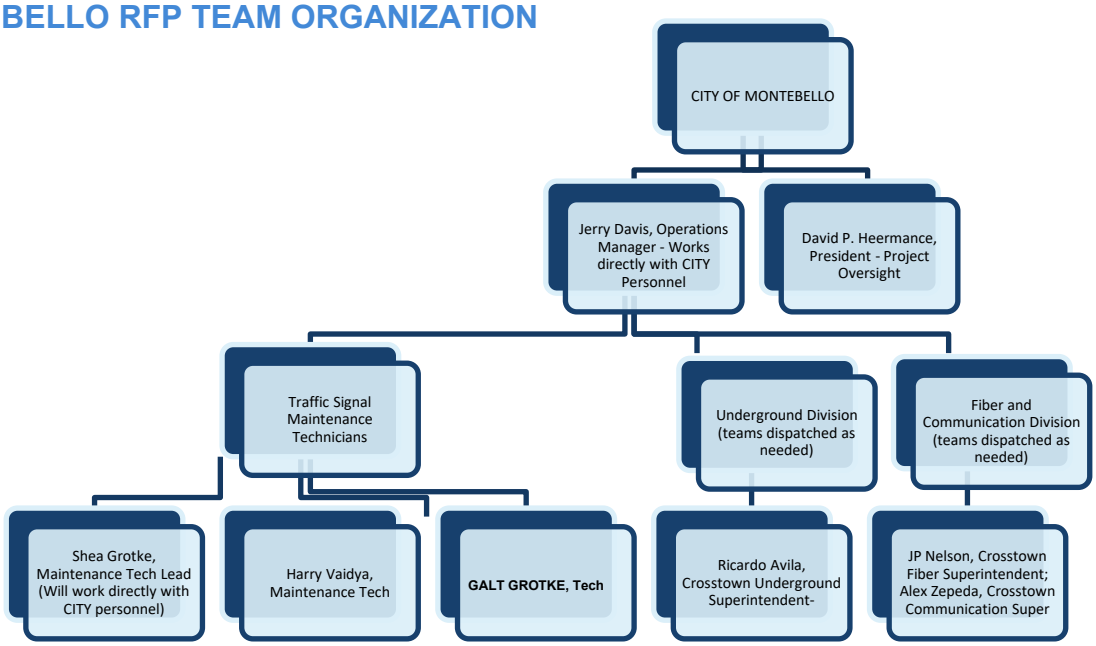
714-997-9556

License #614518

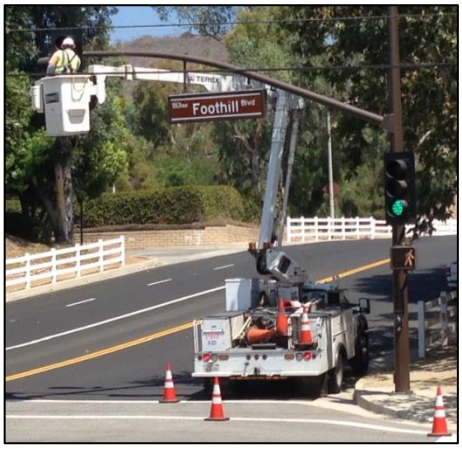
CROSSTOWN CORPORATE STRUCTURE



MONTEBELLO RFP TEAM ORGANIZATION



UNDERSTANDING OF THE SCOPE OF WORK AND WORK PROPOSAL



The following sets forth Crosstown Electrical & Data's (Crosstown's) approach and understanding to accomplishing the tasks outlined in the Scope of Work (SOW). Crosstown complies with all applicable federal, state and local laws, codes, ordinances and regulations. Crosstown acknowledges the four main tasks set forth in this RFP and will provide and understanding of each task.

General

Crosstown will have all required tools, materials, equipment, apparatus, facilities and skilled labor services available to perform all work necessary for this RFP, including but not limited to all labor, supervision, equipment, tools, materials and incidentals and will be prepared to perform services upon assignment. All of our staff will be properly trained, qualified and experiences in performing electrical work consistent with industry standards. We will provide sufficient staffing levels to meet the demands of each on-call task to ensure completion. maintain and repair the traffic signals and safety lights in the City in compliance with current City standards and specifications.

Crosstown will provide all vehicle(s) to be used by the our technicians, which will be equipped with warning beacon/strobe lights; traffic cones; construction warning sign; a hydraulic bucket capable of reaching the appropriate height to maintain traffic signals and appurtenances from the roadway surface; necessary computer laptop for programming, maintenance and testing of traffic signal controllers and various equipment; and communications equipment for dispatch. All Crosstown personnel assigned to this Contract will maintain reliable two-way communication capability at all times while performing work. A hydraulic bucket truck capable of reaching a height of at least 28 feet above ground will be available. A computer laptop for programming, maintenance and testing of traffic signal controllers and equipment will be provided to our technicians.

Crosstown will maintain a valid Class A and Class C-10 contractor license. Contractor license No. 756309 which expires on 11/30/26. We will also apply for and maintain a current City of Montebello Business license throughout the duration of the agreement. Crosstown will pay prevailing wages pursuant to current Labor Codes and is registered with the Department of Industrial Relations, DIR #1000000155.

Crosstown's assigned technician will be available to meet with the City's designated representative as needed and agreed upon mutually, to discuss maintenance activities. The assigned technician will maintain the appropriate certifications for this project.

Crosstown will provide on-call maintenance and repairs on an as-needed basis to support the City of Montebello's facilities and infrastructure which may include, but not limited to

maintenance, repair, troubleshooting, and installation of electrical systems. Crosstown will perfom all work in a timely, safe, and professional manner in accordance with the requirements of this RFP. Crosstown will also provide support personnel of any appropriate trade to complete work not requiring the services of a certified transportation system electrician to be deployed on an as-needed basis. Crosstown has a team of Journeymen, Fiber Technicians, network engineers, etc. that can handle all traffic related or electrical issues and can quickly restore communication as needed.

Availability and Response

Crosstown will be available to respond to service requests on a continuous basis, including after-hours, weekends, and holidays, 24 hours per day, 7 days per week and 365 days per year. Crosstown will respond to routine service requests withing two hours after notification and will respond to emergency service requests within one hour. Crosstown understands that the City's standard business hours are 7:30 AM to 5:30 PM, Monday through Thursday and that work may be required outside of these hours.

Safety Requirements and Incident Reporting

Crosstown will be responsible for maintaining a safe working environment at all times and all work will be performed in accordance with applicable OSHA and Cal/OSHA safety standards. Crosstown will notify the Contract Administrator of any accident, injury, or emergency incident occurring in connection with our work immediately and provide a written incident report within 3 calendar days.

Identification, Uniforms, and Professional Conduct

Crosstown will maintain a professional appearance and clearly identifiable presence while on site to include all of our vehicles and equipment being clearly marked with our company name / logo and all personnel wearing Crosstown shirts. Our personnel will maintain a neat and professional appearance at all times. Safety vests will be work when necessary.

Contractor Qualifications

Per the contractor qualifications stated in the request for proposals, Crosstown will provide a skilled and professional team that is very capable of delivering quality On-Call Electrical Maintenance and Repair Services.

Crosstown has dozens of references available upon request, not only for on-call and maintenance work, but also for large-scale construction projects where we bring projects in on time and within budget. We have many in-house resources to get work done fast, efficiently, and with high quality personnel. With work being performed by in-house staff, we can be flexible in adapting to meet your agency's needs. Crosstown has experience

working with local governments and agencies and have been providing construction services for 27 years. Crosstown is the right choice to meet your qualifications and provide On-Call services for the city of Montebello.

CLIENT REFERENCES

A. List of Current and or completed Representative Maintenance Projects and Contact information.

City of San Dimas (36 Intersections, Traffic Signal Maintenance & Emergency on Call Services, Value $195,000)
Chase Buckelew, Public Works Maintenance Superintendent
245 East Bonita Avenue, San Dimas, CA 91773
(909) 394-6270
cbuckelew@ci.san-dimas.ca.us

City of Chino HIlls (Traffic Signal Maintenance & Emergency Repair, Value: $210,000)
Carl Hassel, Director of Public Works
14000 City Center Dr., Chino Hills, CA 91709
(909) 364-2817
chassel@chinohills.org

City of Laguna Hills (49 Intersections, Traffic Signal Maintenance & Emergency on Call Services, $200,000)
Kenneth Rosenfield, Director of Public Works
24035 El Toro Road, Laguna Hills, CA 92653
(949) 707-2655
kronsenfield@ci.laguna-hills.ca.us

City of Upland (Value: $325,000)
Bob Critchfield, Engineering Manager
1370 N. Benson Ave., Upland, CA 91786
(909) 291-2946
bcritchfield@uplandca.gov

City of Arcadia (Traffic Signal Maintenance & Emergency on Call Services, Value: $95,000)
Kevin Merrill, City Engineer
204 W. Huntington Ave., Arcadia, CA 91007
(626) 574-5481
kmerrill@arcadiaca.gov

City of Hemet (41 Intersections, Traffic Signal Maintenance & Emergency on Call Services)
Matt Devore, Facilities Maintenance Technician
3777 Industrial Avenue, Hemet, CA 92545
(951) 765-3710
mdevore@cityofhemet.org

City of Maywood (Traffic Signal Maintenance & Emergency on Call Services, $120,350)
Able Hernandez
4319 East Slauson Ave., Maywood, CA 90270
(323) 562-5700
abel.hernandez@cityofmaywood.org

COST PROPOSAL

Please see attachment to include the "**COST PROPOSAL"**

CONFLICT OF INTEREST STATEMENT

Crosstown does not have any financial, business or other relationship with the City of Montebello that may have an impact on the selection process for the RFP.

FINANCIAL STATEMENT

Our firm is financially strong and bondable and we have an excellent reputation for providing quality service to various cities and government agencies throughout Southern California. Crosstown has a 3 year average of over 60 million dollars in revenue. Crosstown is pleased provide a copy of our reviewed financial statements upon request.

ATTACHMENTS

- **COST PROPOSAL**
- **APPENDIX C REFERENCE FORM**
- **TECHNICIAN RESUMES AND CERTIFICATES**

OUR PLEDGE and GUARANTEE TO THE CITY OF MONTEBELLO

Crosstown brings **decades of experience**, highly trained technicians, and a proven service model refined through work in multiple Southern California cities. We are committed to providing the **City of Montebello** with a dependable, professional, and transparent On-Call Electrical maintenance program that enhances safety, improves reliability, and protects public investment in critical infrastructure.

Crosstown guarantees that the entire work performed under the agreement will meet fully all requirements to quality of workmanship and materials furnished. Crosstown will make any repairs or replacements made necessary by defects in materials or workmanship supplied by it that are known within one year from notice to Crosstown regarding said defects.

Appendix "B"

Cost Proposal

Contractor Name: Crosstown Electrical & Data Inc.

Contractor License #: 756309 Class A & C-10

Labor Only Items	Business Hours Rate	Overtime Hours Rate	Emergency/Holiday Rate
Journeyman/Hour	$ 121.00 /hr	$ 161.00 /hr	$ 209.00 /hr
Supervisory/Hour	$ 121.00 /hr	$ 161.00 /hr	$ 209.00 /hr
Labor and Equipment Items	Business Hours Rate	Overtime Hours Rate	Emergency/Holiday Rate
Bucket Truck	$ 169.00 /hr	$ 209.00 /hr	$ 257.00 /hr
15' to 40' Personnel Lift	$ 359.00 /hr	$ 403.50 /hr	$ 451.50 /hr
41' to 110' Personnel Lift	$ 383.00 /hr	$ 423.50 /hr	$ 471.50 /hr
Total	$1,153.00 / hr	$1,358.00 / hr	$1,598.00 / hr
Materials Markup: 15 %			

Labor: is the cost per hour for one non-supervisory or apprentice personnel including all associated costs at prevailing wage rates.

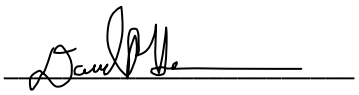
Supervisory: is the cost per hour for one supervisory or journeyman/foreman personnel including all associated costs at prevailing wage rates.

Business Hours: are considered 7:30 a.m. through 5:30 p.m., Monday through Thursday.

Overtime: is the cost per hour over an 8-hour workday or 40-hour work week or for hours worked after 4:30 p.m.

Materials Markup is the percentage added to the actual wholesale (no retail pricing will be accepted) cost of materials or special equipment rental. Proof of material costs will be required.

Emergency/Holiday is the cost per hour for after-hours work with a one- hour minimum response time or services performed on any national holiday at prevailing wage rate.

Authorized Representative: DAVID P. HEERMANCE Signature: 

Date: 6/4/2026

Appendix "C"

Reference Sheet

RFP 26 – 13 On-Call Electrical Maintenance and Repair Services

Entity Name CITY OF SAN DIMAS

Business Address 245 E BONITA AVE., SAN DIMAS, CA, 91773

Name of Contact STEVEN BARRAGAN

Title Contact ENGINEERING MANAGER

Telephone Number of Contact 909-394-6247

Email of Contact SBARRAGAN@SANDIMAS.GOV

Description of Project TRAFFIC SIGNAL & STREETLIGHT MAINTENANCE, REPAIRS AND EMERGENCY RESPONSE

Date of Service 1979 - PRESENT

Entity Name CITY OF UPLAND

Business Address 1370 N BENSON AVE., UPLAND, CA 91786

Name of Contact BOB CRITCHFIELD

Title Contact PRINCIPAL ENGINEER

Telephone Number of Contact 909-291-2946

Email of Contact BCRITCHFIELD@UPLANDCA.GOV

Description of Project TRAFFIC SIGNAL & STREETLIGHT MAINTENANCE, REPAIRS AND EMERGENCY RESPONSE

Date of Service JULY 2025 - PRESENT

Entity Name CITY OF CHINO HILLS

Business Address 14000 CITY CENTER DR., CHINO HILLS, CA, 91709

Name of Contact CARL HASSEL

Title Contact ENGINEERING MANAGER

Telephone Number of Contact 909-364-2817

Email of Contact CHASSEL@CHINOHILLS.ORG

Description of Project TRAFFIC SIGNAL MAINTENANCE, REPAIRS AND EMERGENCY RESPONSE

Date of Service 2014 - PRESENT

Appendix "C"

Reference Sheet

RFP 26 – 13 On-Call Electrical Maintenance and Repair Services

Entity Name CITY OF ARCADIA

Business Address 204 W HUNTINGTON AVE., ARCADIA, CA, 91007

Name of Contact KEVIN MERRILL

Title Contact PRINCIPAL CITY ENGINEER

Telephone Number of Contact 626-574-5481

Email of Contact KMERRILL@CI.ARCADIA.CA.US

Description of Project TRAFFIC SIGNAL MAINTENANCE, REPAIRS AND EMERGENCY RESPONSE

Date of Service 2023 - PRESENT

Entity Name CITY OF LAGUNA HILLS

Business Address 24035 EL TORO ROAD, LAGUNA HILLS, CA, 92653

Name of Contact JOE AMES

Title Contact JAMES@LAGUNAHILLSCA.GOV

Telephone Number of Contact 949-707-2655

Email of Contact PUBLIC WORKS DIRECTOR/ CITY ENGINEER

Description of Project TRAFFIC SIGNAL MAINTENANCE, REPAIRS AND EMERGENCY RESPONSE

Date of Service 2013 - PRESENT

Entity Name CITY OF MAYWOOD

Business Address 5600 HELIOTROPE AVE., MAYWOOD, CA, 90270

Name of Contact JERRY GOMEZ

Title Contact JERRY.GOMEZ@CITYOFMAYWOOD.ORG

Telephone Number of Contact 323-562-5755

Email of Contact PUBLIC WORKS SUPERINTENDENT

Description of Project TRAFFIC SIGNAL & STREETLIGHT MAINTENANCE, REPAIRS AND EMERGENCY RESPONSE

Date of Service 2017 - PRESENT

SHEA GROTKE

TRAFFIC SIGNAL TECHNICIAN

5454 Diaz St., Irwindale, CA 91706

626-813-6693 • 626-869-0192 Fax

EDUCATION

Bachelor of Arts Degree, Computer Science, California State San Bernardino

CERTIFICATIONS

- IMSA Traffic Signal Field Technician Certifications, Levels I, II, and III
- IMSA Work Zone Temporary Traffic Control Technician Certification

WORK HISTORY

Crosstown Electrical & Data, Inc. / CSC – Traffic Signal Technician 2019 – Current

- Provide Technical Support for Traffic Signal and communication systems
- Perform controller programming
- Perform conflict monitor testing and programming of conflict monitor keys
- Perform general monthly traffic signal maintenance for various cities
- Verify detection systems and coordinate loops
- Aim signals and head and change our bulbs as needed
- Perform replacement of poles/cabinets that are knocked down
- Iteris, Econolite & GridSmart Video Detection, Installation, Programming & Troubleshooting
- CMU & MMU Testing & Installation
- Streetlight & ISNS Maintenance & Repair
- McCain & Econolite Controller Installation & Programing
- Polora PPB Installation, Programming & Troubleshooting
- Controller Cabinet Installation and Replacement
- Traffic Signal Turn-On Support for various contractors and agencies
-

Steiny, Inc. – Signal Construction 2017-2019

- Performed labor on the Signal installation crew

GSI and Crane Development – General Construction Labor 2005-2017

- Perform general construction labor on roadways

RECENT REFERENCE PROJECTS:

- City of Laguna Hills Traffic Signal Maintenance
- City of Maywood Traffic Signal Maintenance
- City of Los Alamitos Traffic Signal Maintenance
- City of West Hollywood Pedestrian Flashing Beacon Maintenance
- City of West Hollywood City-Wide Street Light Maintenance & Repair
- City of Azusa Flashing Crosswalk & Radar Speed Sign Installation, Maintenance & Repair
- Technical Support for the OC 405 Project to include controller programming and Gridsmart camera installation and programming.

Your Partner in PUBLIC SAFETY

Congratulations on obtaining your IMSA Certification. Below is your card, and you can print your current certification card or certificate any time by logging into your IMSA profile at www.IMSAsafety.org (click Sign In at the top of the page).

All IMSA certifications are valid for a three-year period from date of issue. The expiration date can be found on the certificate and certification card. Renewal requirements must be completed prior to the expiration date of each certification.

For detailed information on Renewal Requirements visit: www.IMSAsafety.org/certrenew

Renewal Requirements:

Complete a personal log of your continuing education by documenting training and/or certification(s) received. Documentation can be recorded online in your IMSA profile OR by downloading the Renewal Packet found on the Renewal Requirements page. Certificates of completion, transcripts and any other relevant documentation can be uploaded on the IMSA website.

Options for Renewal:

- Continuing Education
- Attending Certification Course
- Achieving the Next Level Certification

Documentation

It is the certification holder's responsibility to submit proof of continuing education. Continuing Education Credits (CECs) can be submitted for approval online in your IMSA profile.

Renewal After Expiration

The certification is no longer valid after the expiration date. However, you may reinstate your certification within one year of the expiration date by documenting 16 CEC hours for most certifications. If the certification is not reinstated within one year, you must renew through the normal certification process by taking the current certification exam at the highest level previously attained and paying the regular certification exam fee. Only the regular certification exam fees will be due, and retake of prerequisites will not be required. IMSA will not recognize any IMSA certificate(s) without an expiration date.

CERTIFIED PUBLIC SAFETY TECHNICIAN

597 Haverty Court, Suite 100
Rockledge, FL 32955
321-392-0500 www.IMSAsafety.org

Name: Shea E. Grotke
IMIS ID: 130097
Section: Far Western
Signature:

Certification and Expire Date

IMSA Traffic Signal Senior Field Technician III - Renewal - 6/24/2028

Conforms to PennDOT Pub 408 Section 901.3(y)

Crosstown Electrical & Data, Inc.

GALT GROTKE
TRAFFIC SIGNAL TECHNICIAN
5454 Diaz St., Irwindale, CA 91706
626-813-6693 • 626-869-0192 Fax

TRAFFIC SIGNAL TECHNICIAN – IMSA LEVEL III CERTIFIED

Experienced Traffic Signal Electrician and U.S. Air Force veteran with proven expertise in troubleshooting, programming, and maintaining a wide range of traffic signal systems and components. Skilled in NEMA and 332 cabinet systems, advanced detection, and pedestrian technologies. Dedicated to ensuring safety, minimizing signal downtime, and training the next generation of techs.

CERTIFICATIONS

- **IMSA Traffic Signal Technician Level I**
- **IMSA Traffic Signal Technician Level II**
- **IMSA Traffic Signal Technician Level III**
- **IMSA Work Zone Safety Certified**

TECHNICAL EXPERTISE

- **NEMA TS1 & TS2 Cabinets and Controllers**
- **332 Type Cabinets**
- **Iteris & Econolite Video Detection Systems**
- **Polara Accessible Pedestrian Systems (APS)**
- Signal Installation, Diagnostics, and Preventative Maintenance
- Troubleshooting, Programming, and Emergency Repairs
- Coordination with Public Works, Utilities & Contractors
- Cabinet Assembly, Wiring, and Signal Turn-On Support

PROFESSIONAL EXPERIENCE

Traffic Signal Technician
Crosstown Electrical & Data, Inc. – Irwindale, CA | September 2017 – Present

- Troubleshoot, install, and program NEMA TS1, TS2, and 332 traffic signal cabinets and controllers.
- Maintain and repair complex signalized intersections using video detection and pedestrian technologies.
- Specialize in Econolite and Iteris camera systems and Polara APS programming.
- Respond to emergency signal failures and provide on-call coverage for municipal clients.

- Train and mentor new hires on equipment operation, signal safety, and troubleshooting protocols.
- Communicate with public agencies to coordinate repairs, upgrades, and power interruptions.

Electrical & Environmental Systems Technician
United States Air Force | June 2010 – December 2016

- Diagnosed and repaired electrical and environmental systems aboard multiple aircraft platforms.
- Maintained mission readiness under strict timelines and coordinated work across flightline teams.
- Followed technical orders with precision to ensure airworthiness and safety.

EDUCATION

California State University, Fullerton
Bachelor of Science, Cell and Developmental Biology (Expected May 2024)

- Minor: Chemistry | GPA: 3.8
- Participant in Bridges to Stem Cell Research Program

Citrus College
Associate of Science, Biology | June 2021

- GPA: 3.6

KEY STRENGTHS

- Field Diagnostics & Emergency Repairs
- Cabinet Wiring & Signal Turn-On Procedures
- Equipment Installation & Troubleshooting
- Leadership, Training & Mentorship
- Discipline, Teamwork & Technical Accuracy (USAF Background)

Galt G. Grotke

is hereby certified as a

IMSA Traffic Signal Field Tech II - Renewal

by completing all requirements and examination for certification
on 9/6/2024

Valid thru 9/6/2027
Certification #BE_119989

Catherine A. Wasner

Catherine Wasner - Executive Director

Galt G. Grotke

is hereby certified as a

IMSA Work Zone Temp Traffic Control Tech - Renewal

by completing all requirements and examination for certification
on 9/6/2024

Valid thru 9/6/2027
Certification #ZZ_119989

Catherine Wasner - Executive Director

resume

HARESH (HARRY) VAIDYA

ITS Maintenance Tech. • CA Lic'd Journeyman Electrician • IMSA Level III Certified • 30 HR OSHA Certified

SUMMARY OF QUALIFICATIONS

Experience and corresponding expertise has resulted in excellent qualifications as an **ELECTRICAL, ELECTRONIC** and **ELECTRO-MECHANICAL TECHNICIAN.** Possess strong technical skills with the ability to collaborate with engineers on prototypes and designs. Highly proficient at maintaining, assembling, troubleshooting electronics, electrical equipment and mechanical systems. Extensive knowledge of keypads, motor controllers, programming timers, voltage consumers, and testing equipment. Adept at reading blueprints and record-keeping. Self-motivated, flexible and detail-oriented. In-depth knowledge of NEC/PC diagram, electronic parts, and AC/DC high/low voltage power supply. Knowledge of 110V/220V/480V machinery power line & circuit breakers. Knowledge of commercial company lighting systems. Knowledge of 208V/277V/480V transformers.

Key Strengths Include:

- Install, repair, and replace complex electrical/electronic equipment in both field and production settings.
- Change transformers at high/low voltage and repair motor controllers. Replace UPS (Battery Back unit) as well as changing circuit breakers and repairing in field wiring/unit.
- Strong mechanical aptitude in a variety of work environments.

PROFESSIONAL EXPERIENCE

HEAD JOURNEYMAN ELECTRICIAN

Exterior Products Corp. - Anaheim, CA (2017 to Current)

Retrofit LED Lighting in shopping centers, commercial buildings, industrial lots, and retail units. Troubleshoot & replace CL, metal highlight, sodium lamps, mercury lamps, and transformers. Install lighting in shopping center parking lots, wall pack lights on the exterior of commercial buildings, and ceiling lighting. Troubleshoot & replace retail center monuments lighting and pylon signs. Repair & replace ballast, lamps, bypass switch, GFI, and receptacles. Troubleshoot & replace ballast and fluorescent lamp in ceiling light fixtures. Repair & replace photo cells in exterior lighting. On-site daily/monthly inspections to verify site lighting. ***Supervise 4-5 employees during projects in the field*.**

TRANSPORTATION SYSTEMS MAINTENANCE TECHNICIAN

Econolite Traffic Engineering and Maintenance, Inc. (Aegis ITS) - Anaheim, CA (2007 to 2017)

Program/Check timing data in various controllers for street traffic light intersection cabinets. Repair intersection conflict calls and perform monthly preventive maintenance on a 24 hour on-call duty. Program/Troubleshoot video detection system and loops detection system. Replace faulty detectors and video processor for vehicle detection. Install knockdown replacement poles, signal heads, ISNS, street lighting, and a combination of these items. In addition to wiring traffic control cabinets on-site & Aegis lab/manufacturing. Troubleshoot, repair, and replace field wiring problems in the street replacement of conductors in conduit test. Splice field cables and loops. Communicate with City Inspector & Engineers. Programming traffic controller & replacing hardware (PPB's, LED's, PEDMOD's). ***Completed 13-14 projects per day in the field***.

HEAD ELECTRICIAN/BUILDING MAINTENANCE/ELECTRONICS/ELECTRICAL EQUIPMENT TECHNICIAN

Modular Display System - Anaheim, CA (1988 to 2006)

Built custom-made electronics and electrical/mechanical devices for turntables used at auto show conventions and trade show display systems. Clients included Boeing, Hyundai, Suzuki, Yamaha and Rogerson Aircraft. Worked directly with electrical design engineers to create commercial electronic keypad AC & DC power supply controllers. Serviced electrical systems and display lighting systems. Read schematics and blueprints. Disassembled, inspected, bench tested, performed trouble-shooting and quality testing for electrical/electronic control systems in company production machinery. Traveled world-wide to install and repair displays. Maintained production machinery. ***Honored with MDS Employee of the Month Award and a Certificate of Appreciation from Boeing***.

EDUCATIONAL BACKGROUND AND CERTIFICATIONS

HVAC Systems Training Plus E.P.A. 608 Universal Certified • Brownson Technical School - Anaheim, CA
Logic Control/PLC/Computer Operations Certified • Southern California Institute of Technology - Anaheim, CA
Steam Operator's License Training • The Gas Company's Energy Resource Center - Los Angeles, CA
Electronics Troubleshooting Certificate • Fullerton Community College
Electronic/Mechanical Apprentice Diploma • Industrial Training Institute
Wireman Apprentice Certified • Technical Examination Board
Radio Engineering and Practical Training Certificate • Eagle Radio and Television Institute of Technology

Computer Skills: Windows • Vista • Microsoft Office • ***Multilingual:*** Spanish, Gujarati, and Hindi

CERTIFIED
PUBLIC SAFETY TECHNICIAN
IMSA
Haresh B. Vaidya
is hereby certified as a
IMSA Traffic Signal Senior Field Technician III - Renewal
by completing all requirements and examination for certification
on 8/15/2025
Valid thru 8/15/2028
Certification #CE_101332
Catherine Wasner - Executive Director

JERRY DAVIS
TRAFFIC SIGNAL MAINTENANCE & FIELD SUPERVISION
TRAFFIC SIGNAL TECHNICIAN
5454 Diaz St., Irwindale, CA 91706
626-813-6693 • 626-869-0192 Fax

TRAFFIC SIGNAL OPERATIONS MANAGER

Over 35 years of progressive experience in traffic signal construction, maintenance, and field leadership.
A highly skilled expert in traffic signal systems with a proven track record managing multi-jurisdictional municipal contracts, leading field teams, and delivering safe, compliant, and on-time projects. Known for hands-on leadership, operational discipline, and deep knowledge of public agency requirements.

CORE COMPETENCIES

- Traffic Signal Maintenance & Field Supervision
- Traffic Signal Construction & Installation
- IMSA-Certified Technician & Inspector
- Preventative Maintenance Programs
- Public Agency & City Liaison
- OSHA & MUTCD Compliance
- Subcontractor & Crew Management
- Safety Leadership & Jobsite Coordination

CERTIFICATIONS

- **IMSA Traffic Signal Technician Level I**
- **IMSA Traffic Signal Technician Level II**
- **IMSA Traffic Signal Inspector**
- **IMSA Work Zone Safety**
- **OSHA 30-Hour Construction Safety & Health**
- **OSHA 10-Hour Construction Safety & Health**
- **CPR & AED Certified**

PROFESSIONAL EXPERIENCE

Senior Operations Manager
Crosstown Electrical & Data, Inc. – Irwindale, CA | 2020–Present

Crosstown Electrical & Data, Inc.

JERRY DAVIS

TRAFFIC SIGNAL MAINTENANCE & FIELD SUPERVISION
TRAFFIC SIGNAL TECHNICIAN

5454 Diaz St., Irwindale, CA 91706
626-813-6693 • 626-869-0192 Fax

- Oversee daily operations and staffing for traffic signal maintenance and emergency services across multiple Southern California cities.
- Manage city relationships, ensure system compliance, and support construction teams on signal and lighting projects.
- Lead division growth through operational excellence, safety oversight, and efficient project execution.
- Coordinate procurement, scheduling, field response, and technician training.

President / Director of Operations
Computer Service Company – Azusa, CA | 2012–2020

- Led company operations supporting over 25 municipal contracts for traffic signal maintenance.
- Directed technical field staff, managed emergency calls, and ensured safe and timely resolution of service requests.
- Built long-standing city relationships and negotiated vendor pricing to reduce operational costs.

Traffic Signal Division – Multiple Advancing Roles
Steiny & Company, Inc. – Baldwin Park, CA | Various Periods (Pre-2007 & 2009–2012)

- **Traffic Signal Technician → Journeyman → Foreman → General Foreman → Project Manager**
- Directed large-scale signal construction jobs, managed field crews, and ensured all work met safety and code requirements.
- Oversaw project logistics, subcontractor coordination, and material procurement.
- As Project Manager, supported construction leadership with scheduling, submittals, RFIs, equipment rentals, and delivery tracking.
- Provided cross-county dispatch and jobsite support across Los Angeles, Orange, and San Bernardino regions.

Project Superintendent
eReality Companies Hawaii, Inc. – Honolulu, HI | 2007–2009

- Supervised renovation and construction operations for hotel and resort upgrades.
- Ensured compliance with project timelines, building codes, and safety requirements.

Foreman / Technician Roles
Smith Electric (Stanton, CA), CSC, Paul Gardner Corp, E&S Electric

- Conducted signal installation, diagnostics, retrofits, and service for city agencies and contractors.
- Promoted to supervisory roles due to leadership and troubleshooting expertise.

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 4543 WITH POWER OF FAITH CONSTRUCTION INCORPORATED

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **July 1, 2026** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and POWER OF FAITH CONSTRUCTION INCORPORATED (the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional contractor to provide on-call electrical maintenance, repair, troubleshooting, and installation services for City-owned facilities and infrastructure, including but not limited to buildings, parks, street lighting, traffic signals, and related electrical systems; and

WHEREAS, the CONTRACTOR represents that it is fully qualified to perform such services by virtue of its experience, training, licensing, and expertise, including possession of a valid California C-10 Electrical Contractor Licenses;

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. RFP No. 26-13, attached hereto as **Exhibit "A"**.
3. The CONTRACTOR'S Proposal to RFP 26-13, attached hereto as **Exhibit "B"**.
4. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

a. The CONTRACTOR shall provide to the CITY those services that are set forth fully in RFP 26-13 and the Contractor's Proposal, attached hereto as **Exhibit "A" and Exhibit "B"** and incorporated fully herein by this reference (hereinafter "Professional Services").

b. The 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. The CONTRACTOR shall be compensated in an annual amount not-to-exceed **Thirty Thousand Dollars ($30,000)** (the "Compensation") for the performance of the Professional Services as set forth in **Exhibit "A".** CONTRACTOR shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONTRACTOR shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

d. The CITY shall be invoiced upon completion of the Scope of Services set forth herein. Payment in full of each invoice shall be due to the CONTRACTOR within thirty (30) days from the date of the invoice.

e. Work performed shall be deemed approved and accepted by the CITY upon invoicing unless the CITY provides written notice within fifteen (15) days of the invoice date specifically identifying the portions of the work the CITY believes to be incomplete or defective, and the corresponding disputed invoice amount(s). The CITY shall pay all undisputed amounts in accordance with the preceding paragraph.

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 **June 30, 2029** 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 CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

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

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

d. The CONTRACTOR shall have the right to retain, subject to the CITY's approval, additional individuals, 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 the CONTRACTOR.

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

SECTION 5. WORK PRODUCT.

a. The CONTRACTOR hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The 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 the CONTRACTOR.

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONTRACTOR and shall be the CITY's agent with respect to obtaining the CONTRACTOR's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval 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 CONTRACTOR which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONTRACTOR, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONTRACTOR. The CONTRACTOR and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONTRACTOR.

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

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

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

workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

a. During the term of this Agreement, the CONTRACTOR shall carry, maintain, and keep in

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

- **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than $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.

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

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

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

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

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

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

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

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

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

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 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.

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

k. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONTRACTOR, and CONTRACTOR's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. The CONTRACTOR 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 CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to the CITY, or the CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONTRACTOR shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-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 the CONTRACTOR and shall not bind or purport to bind the CITY and shall not release the CONTRACTOR from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-contractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the CONTRACTOR under the Agreement.

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

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

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

d.

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

If to Contractor: Power of Faith Construction Incorporated
Attn: Malcolm Weatherbie
1113 Aspen St.
Corona, CA 92879
(626) 416-7998
Malcolm@poweroffaithconstruction.com

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. The 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.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

[**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")	("CONTRACTOR")
CITY OF MONTEBELLO	**POWER OF FAITH CONSTRUCTION INCORPORATED**
Raul Alvarez, City Manager	Malcolm Weatherbie, President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Request for Proposals 26-13
- Exhibit B – Contractor's Proposal

EXHIBIT 'A'
REQUEST FOR PROPOSAL 26-13

CITY OF MONTEBELLO

Request for Proposals

RFP No. 26 – 13

On-Call Electrical Maintenance and Repair Services

Release Date: Thursday, May 14, 2026

Online Questions Due: Thursday, May 21, 2026,12:00 p.m. PST

Responses to Question: Wednesday, May 27, 2026, 12:00 p.m. PST

Due Date: Thursday, June 4, 2026, 11:00 a.m. PST

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TO PROSPECTIVE PROPOSERS

The City of Montebello ("City") invites proposal submissions under this Request for Proposals ("RFP"). The City will evaluate responses to this solicitation based on the evaluation criteria set forth herein. Submissions must adhere to the format and content described. Only proposals that adhere to the requirements will be evaluated. The information set forth is the minimum required to qualify for consideration. The successful Proposer will be required to enter into a Professional Services Agreement based on the specifications outlined in this RFP.

DATE OF SOLICITATION

May 14, 2026

PROJECT

On-Call Electrical Maintenance and Repair Services

PROPOSAL OWNER

City of Montebello – Public Works
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: James Coiner, Deputy Director of Public Works
Contact Phone: (323) 887-1460
Contact E-Mail: jcoiner@montebelloca.gov

PROPOSAL CONTACT

City of Montebello – Public Works
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Vanessa Ramos, Administrative Manager
Contact Phone: (323) 887-1200
Contact E-Mail: varamos@montebelloca.gov

Prospective proposers must register their business with PlanetBids before being able to view or submit a response. To access the City's PlanetBids Portal, please go to:

https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839

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Appendix D – Sample Professional Service Agreement

1.0 Notice Inviting Proposals

The City of Montebello (the "City") is seeking proposals from qualified and experienced contractors or firms to provide on-call electrical maintenance and repair services on an as-needed basis. Work will support the maintenance, repair, troubleshooting, and installation of electrical systems across City-owned facilities and infrastructure, including public buildings, parks, street lighting, traffic signals, and other municipal assets.

Typical assignments may include troubleshooting and repair of 110-volt and higher interior and exterior circuits; maintenance and replacement of office lighting; and servicing high-mounted lighting systems, including sports field fixtures at heights of approximately 25 to 60 feet.

The selected contractor(s) shall provide all necessary labor, equipment, materials, and personnel to perform the required services. Contractors will be expected to respond promptly to service requests and complete all work in accordance with applicable local, state, and federal regulations, as well as recognized industry standards. Services may include, but are not limited to, emergency repairs, routine maintenance, system upgrades, and other electrical improvements as directed by the City.

The City intends to establish a pool or benchlist of qualified contractors to provide these services on an on-call basis. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

To view the complete RFP package, please visit:

https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839

Prospective proposers must register with PlanetBids before being able to view or submit a response.

Questions must be submitted via PlanetBids by **Thursday, May 21, 2026, at 12:00 p.m. PST**

Responses to Questions will be uploaded to PlanetBids by **Wednesday, May 27, 2026, at 12:00 p.m. PST**

Proposals must be submitted via PlanetBids by **Thursday, June 4, 2026 at 11:00 a.m. PST**

Responses will be evaluated to determine the contractor that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described. The City reserves the right to accept or reject any and all proposals.

2.0 Introduction

The City of Montebello invites qualified contractors to submit proposals for professional services to provide on-call electrical maintenance and repair services. The selected contractor(s) shall furnish all labor, materials, tools, equipment, transportation, and incidentals necessary to perform a full range of electrical services, including but not limited to installation, maintenance, troubleshooting, repair, and emergency response. The contractor will also ensure that all work is performed in compliance with City standards, approved plans, and applicable federal, state, and local traffic safety regulations, while coordinating schedules to minimize disruption to City operations.

About the City of Montebello

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

3.0 Timeline

- Release RFP — Thursday, May 14, 2026
- Online Questions — Thursday, May 21, 2026, at 12:00 p.m. PST
- Responses to Questions — Wednesday, May 27, 2026, at 12:00 p.m. PST
- Deadline to Submit Responses — Thursday, June 4, 2026, at 11 a.m. PST
- City Review of Submissions — Monday, June 8, 2026
- Notifications Sent to Contractors — Thursday, June 25, 2026
- Award — Wednesday, June 24, 2026

4.0 Purpose

The purpose of this solicitation is to identify qualified contractor(s) with the experience, technical knowledge, and resources necessary to support the City in all aspects of the services described in this Request for Proposals (RFP). The City of Montebello is seeking proposals from qualified firms to provide on-call citywide electrical services on an as-needed basis.

This initiative is intended to ensure that the City’s electrical systems and infrastructure remain safe, reliable, and fully operational. Services will support the timely maintenance, repair, troubleshooting, and installation of electrical components across a

range of City-owned facilities and assets. The selected contractor(s) will play a critical role in maintaining service continuity, addressing urgent electrical issues, and supporting planned improvements and upgrades.

The City anticipates establishing a pool of qualified firms capable of responding efficiently to varying service demands, ensuring high-quality workmanship, regulatory compliance, and consistent service delivery aligned with industry standards.

The City is committed to maintaining safe, efficient, and reliable electrical systems that support public safety and daily operations. The objective of this project is to provide timely, high-quality electrical services, including the installation, maintenance, repair, and replacement of electrical systems, while minimizing disruption to City operation and the public.

5.0 Scope of Work/Services

The selected contractor(s) shall provide on-call electrical services on an as-needed basis to support the City of Montebello's facilities and infrastructure. Services shall include, but are not limited to, maintenance, repair, troubleshooting, and installation of electrical systems. All work shall be performed in a timely, safe, and professional manner in accordance with the requirements set forth herein.

The Scope of Services shall include, but is not limited to, performing the following tasks:

- **1. Licensing and Regulatory Compliance**

The Contractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances. At a minimum, the Contractor shall:

- Obtain and maintain a valid City of Montebello Business License throughout the duration of the contract.
- Possess and maintain a valid State of California Contractor's License, including a C-10 Electrical Contractor License or other appropriate classification as required.
- Ensure all work is performed in compliance with applicable safety standards, codes, and regulatory requirements.

- **2. Labor, Equipment, and Materials**

The Contractor shall furnish all labor, supervision, equipment, tools, materials, and incidentals necessary to perform the required services. Specifically:

- The Contractor shall be fully equipped, adequately staffed, and prepared to perform services upon assignment.
- All personnel shall be properly trained, qualified, and experienced in performing electrical work consistent with industry standards.
- The Contractor shall provide sufficient staffing levels to meet the demands of each work assignment and ensure timely completion.

- **3. Availability and Response Requirements**

The Contractor shall be available to respond to service requests on a continuous basis, including after-hours, weekends, and holidays:

- Services shall be available **24 hours per day, 7 days per week, 365 days per year**.
- Contractor shall respond to routine service requests within **two (2) hours** of notification.
- Contractor shall respond to emergency service requests within **one (1) hour** of notification. Emergency work shall be billed at the applicable emergency rate.
- The City's standard business hours are **7:30 a.m. to 5:30 p.m., Monday through Thursday**; however, work may be required outside of these hours.
- All costs, including labor, equipment, and materials, shall be clearly identified in the Contractor's proposal and will be billed in accordance with the approved fee schedule.

- **4. Safety Requirements and Incident Reporting**

The Contractor shall be responsible for maintaining a safe working environment at all times:

- All work shall be performed in accordance with applicable OSHA and Cal/OSHA safety standards and industry best practices.
- The Contractor shall ensure the safe handling, storage, and operation of all equipment and materials.
- Any unsafe condition observed shall be immediately addressed and reported to the City's Contract Administrator if significant corrective action is required.
- The Contractor shall immediately notify the Contract Administrator of any accident, injury, or emergency incident occurring in connection with the work.
- A written incident report shall be submitted within **three (3) calendar days**, if requested by the City.
- The Contractor shall fully cooperate with the City in the investigation of any incidents.

- **5. Identification, Uniforms, and Professional Conduct**

The Contractor shall maintain a professional appearance and clearly identifiable presence while performing services:

- All vehicles and equipment used in the performance of work shall be clearly marked with the Contractor's company name or logo at all times, including during emergency responses.
- All personnel shall wear uniforms or shirts clearly displaying the company name, subject to approval by the Contract Administrator.
- Personnel shall maintain a neat and professional appearance at all times.
- Appropriate personal protective equipment (PPE), including safety footwear and other required gear, shall be worn in accordance with State safety regulations.
- High-visibility safety vests or reflective apparel shall be worn when working within public rights-of-way or traffic areas.

6.0 Contractor Qualifications

The selected contractor must have the following minimum qualifications:

- A skilled and professional team, with clearly defined roles and responsibilities, capable of delivering high-quality results.
- Relevant experience for the type of work outlined in the Scope of Services.
- Extensive knowledge of historical preservation.
- Significant experience working with local governments.
- Demonstrated knowledge of applicable local, state, and federal codes and laws that may be applicable to the work.
- Demonstrated knowledge and capability to produce project documents as outlined in the Scope of Services.
- Proven record of completing tasks and projects on-time and on-budget.
- Flexibility in adapting to meet the needs of unique organizations.

Background Check
Contractor representatives working on-site and in some remote capacities, will be required to undergo a background check conducted by the City.

7.0 Proposal submittal
Please review Appendix A - Proposal Format and Content, attached hereto and incorporated herein by this reference, for specific details regarding the information that needs to be included in your submission. Failure to provide all requested information may be considered “non-responsive” and rejected.

Responses to this RFP must be submitted electronically via the City’s PlanetBids Portal by the deadline. Any responses transmitted and/or time-stamped after the deadline will not be accepted. Consultants planning to submit responses to this request are highly encouraged to submit all documentation before the deadline to avoid technical difficulties/errors.

8.0 Evaluation Criteria
The City will establish an evaluation committee to review and rate each proposal. The proposal evaluation process will be conducted using a multi-step method which will include the following steps:

A. **Preliminary Proposal Review** - The evaluation committee will review each submission to ensure adherence to the minimum/proposal format requirements.
B. **Proposal Evaluation** - In the second part of this process, the evaluation

committee will review and rate proposals using a combined score based on the following:

i. Qualifications as they relate to this RFP - 65%
   a. Thoroughness and understanding of the tasks to be completed
   b. Background and experience
   c. Knowledge of the City of Montebello
   d. Experience of personnel assigned to the work
   e. Communication Skills
   f. Interview, if required

ii. Reputation for integrity and competence – 15%
   a. Positive Reference Checks
   b. Work Samples

iii. Proposed fees for services – 20%

The City reserves the right to request and obtain, from one or more proposers, supplementary information as may be necessary for the City to analyze the proposal pursuant to selection criteria. Upon completion of the evaluation phase, the City may select those contractora for interviews whose proposals and qualifications most closely conform to the requirements of this RFP and provide the best value to the City.

9.0 Protest Procedures

Proposal Protest Procedures (Before Proposal Opening)

A protest filed before the proposal due date deadline must be filed in writing or by email no later than ten (10) working days before the due date. The most common types of protest that might be filed before a proposal due date include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal due date.

When a protest is filed before a scheduled proposal due date, certain steps must be followed:

A. The protest must be submitted in writing within the specified time frame (no later than ten (10) working days prior to a proposal due date). All protests must be filed with the Director of Finance for determination. Protest must be submitted to the Director of Finance by mail or e-mail within the specified time frame. Protests can be sent to:

   Mail:
   Michael Solorza, Director of Finance
   City of Montebello

Attn: Department of Finance
1600 W. Beverly Blvd
Montebello, CA 90640

or

E-mail:
msolorza@montebelloca.gov

B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.

C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.

D. All potential proposers will be advised of a pending protest.

E. The City shall not review proposals prior to the resolution of the protest unless it is determined that:

- The items to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make a prompt award will otherwise cause undue harm to the City.

The City will respond in writing within ten (10) working days after receipt of a properly filed protest. The Director of Finance will respond and include a response to each substantive issue raised in the protest.

After the exhaustion of administrative remedies, the protesting party will be given the City's final decision. The Director of Finance has the authority to decide on all protests.

Proposal Protest Procedures (After Proposal Due Date/Post Award)
A protest filed after a proposal deadline/due date must be filed within three (3) working days after the proposal deadline/due date. The City will grant the protesting Consultant a fair review and shall have up to ten (10) working days to review the protest and render its decision.

10.0 Execution of Agreement

The resulting agreement (see attached sample) shall be signed by the successful Vendor and returned within the required insurance within ten (10) business days after the City has provided written notice that the Vendor has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall cause, at the City's option, for annulment of the award. Please review the insurance requirements and indemnification clause in the attached sample agreement. Should the successful Vendor decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation.

11.0 Insurance

The Contractor selected must meet the following minimum insurance requirements upon execution of the City's Professional Services Agreement:

A. **Commercial General Liability**

Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury with limits no less than $1,000,000 per occurrence and $2,000,000 aggregate.

If requested, the "City of Montebello, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to the Insurance Services Office, Inc. Form CG 20 10 11 85 of CG 20 26 1185.

B. **Business Automobile Liability**

For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form CA 00 01 covering, Code 1 (any auto), or if the Consultant has not owned autos, Code 8 (hired) and 9 (non-owned) with a limit no less than $1,000,000 per accident for bodily injury and property damage.

If an automobile is not necessary to perform services, the Vendor must submit a written request for a waiver of this requirement.

C. **Professional Liability or Errors and Omissions**

Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the Consultant to provide professional liability or errors and omissions liability insurance in an amount not less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability.

D. **Workers' Compensation and Employer's Liability**
Workers' compensation as required by the California Labor Code and Employer's Liability in an amount not less than $1,000,000 per accident for bodily injury or disease.

Required Insurance Documentation

Certificate of Insurance

The Certificate Holder must be listed as follows:

City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

Endorsements (if requested)

In addition to the Certificate of Insurance, the Vendor must provide the following endorsements:

Additional insured endorsements to the general liability and auto liability* insurance policies. The "City of Montebello, its officials, employees, and agents" must be endorsed to the Consultant's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

Cancellation notice endorsements. Each policy must be endorsed to certify that it will not be canceled or non-renewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation due to nonpayment of premium is acceptable).

Primary, non-contributory coverage endorsements. The general liability and professional liability (if required) policies must be endorsed to provide that each policy shall apply on a primary, non-contributing basis with any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees, and agents.

Waiver and Modifications of Insurance Requirements

To the extent permitted by law, the City may modify these insurance requirements at any time and at its sole discretion.

In general, any contract deemed sole source, professional/professional services, involves the disclosure of proprietary information, and/or a public works project may require revisions to the City's standard insurance requirements. Any revisions to the insurance requirements will be identified within the associated service contract terms

and conditions.

Vendor may request a waiver or modification of these insurance requirements. Waiver or modification requests must be submitted in writing. The request should state the specific insurance requirement that is being considered for waiver or modification and provide a brief explanation for the request. Requests will be reviewed on a case-by-case basis, and the decision will ultimately depend on the scope of services. The final decision to approve or deny a request will be at the City's legal authority and/or an authorized designee's discretion.

12.0 Use of Federal Funds

~~The project is funded through a Sustainable Communities Grants from Caltrans which requires compliance with certain federal regulations~~. The United States Federal Government requires purchases of items and services to meet specific standards when using Federal funds, including grants, cooperative agreements, contracts, and Federal funds "passed-through" to the City from a non-Federal entity (i.e., sub-recipient agreements). These requirements are codified under the Code of Federal Regulation's (CFR) Title 2, Subtitle A, Chapter II, Part 200 (also referred to as "2 CFR 200" or "Uniform Guidance") and the Federal Acquisition Regulations (FAR), as applicable.

The following standards apply to all purchases of items and services using Federal funds:

- Transactions shall be conducted lawfully and ethically
- Unnecessary/duplicative purchases are not permitted
- Utilizing a vendor or supplier on the U.S. Federal Government's Debarred and Suspended List (available at SAM.gov) is prohibited
- All individuals involved in the expenditure of federal monies must avoid any actual or apparent conflict of interest
- Procurement transactions must be conducted in a manner providing full and open competition
- Opportunities should be provided to minority businesses, women's business enterprises, and labor surplus area firms when possible
- Contracts and purchase orders should include the contract provisions required by 2 CFR 200 Appendix A
- Purchases of goods and services must include documentation detailing the procurement history

In addition to Federal standards, purchases must adhere to applicable local policies and procedures as defined in Montebello Municipal Code Chapters 3.20 and 3.21 and any relevant administrative policies. The most restrictive terms prevail when a conflict is present.

13.0 Non-Commitment of City

While the City intends to select a Contractor through this process, this intention is subject to change at any time during the process. The City does not commit to awarding an agreement, paying any costs incurred in preparing the proposal for this request, and/or procuring or contracting any items or services.

14.0 Labor Requirements

A. **Background:** All personnel engaged in the performance of this work shall be employees of the Contractor and, as such, shall be warranted to possess sufficient experience and reliability to perform this work.

B. **Health:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Consultant allow the use of or presence of alcohol or drugs on the premises or in the building.

C. **Non-Discrimination:** The Contractor shall not engage in discrimination in the employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex, or religion of such persons.

D. **Conduct:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the work properly and acceptably or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.

15.0 Records

The Contractor agrees to permit the City Manager or designee access to records, reports, files, and other papers or property of the Consultant to audit any performance aspect under this agreement.

16.0 Subcontractors

The Contractor shall be responsible for all work performed under the final agreement and shall keep all work under his control. No portion of the work may be subcontracted without the prior written consent of the City. All subcontractors used on this work shall be under the direct supervision of the Contractor and shall be considered as their employees. Any approved subcontractors must provide insurance indemnifying the City with limits at or exceeding the limits of the Contractor's insurance.

17.0 Modifications/Changes

Changes in the areas serviced and/or specifications may be necessary during the agreement term. Changes in the agreement’s requirements and corresponding changes

in compensation may be implemented upon mutual understanding between the City and the Contractor. These changes will be processed by the City Manager.

18.0 Disclosure of Information

A. The Contractor agrees that it will not during or after the term of the agreement, disclose any proprietary information or confidential business information of the City, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, Contractor, corporation, association, or other entity or the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information received by the Contractor shall be used exclusively in connection with the performance of services.

B. The Contractor shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Contractor hereunder or mentioning or implying the name of the City or its respective personnel without the prior written consent of the City.

19.0 Ex-Parte Communications

Contractor and Contractor representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about this RFP. This requirement also includes any evaluation panel member, except for designated RFP facilitators. This requirement remains in effect until after award notifications have been made.

This restriction does not prohibit Contractor and their representatives from making oral statements or presentations to City representatives during a scheduled public meeting.

20.0 City of Montebello Rights

At its discretion, the City reserves the right to:

A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:

   i. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
   ii. The Contractor, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
   iii. The Contractor failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.

B. 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;

C. Accept all or any part of a proposal;

D. Cancel the entire RFP;

E. Issue subsequent RFPs; or

F. Waive any errors or informalities in any proposal to the extent law permits.

Please review:

Appendix A – Proposal Content and Format

Appendix B – Cost Proposal

Appendix C – References

Appendix D – Sample Professional Service Agreement

Appendix "A"

Proposal Content and Format

Proposal Content

The contractor shall be responsible for preparing a compelling, clear, and concise proposal. The City is requesting electrical services, which contains at a minimum the following information:

1. **Relevant Experience** - Please include information describing your experience providing similar services for public agencies. Provide a minimum of three (3) specific examples of relevant experience. At a minimum, the vendor should provide a list of the most recent projects (i.e., completed within the last five (5) years is preferred, but samples outside of this timeframe will be accepted if relevant) for which the consultant has performed similar services of similar size, scope, and complexity.

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

   Resumes may also be included in this section for any key staff associated with project.

2. **Conflict of Interest Statement –** The vendor shall disclose any financial, business, or other relationship with the City that may have an impact upon the selection process. If the vendor does not have any such conflicts, a statement declaring such should be included in their submission.

3. **Cost Proposal –** Cost proposal should include the following:

   Total All-Inclusive Not-To-Exceed Maximum Price: The cost proposal should contain all pricing information relative to performing the scope of work as described in this request for proposals. The total all-inclusive maximum not-to-exceed price is to contain all direct and indirect costs, including all out-of-pocket expenses.

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

All proposals must be submitted using the PlanetBids Portal by Thursday, June 4, 2026, at 11:00 AM PDT. It is highly encouraged that proposals are submitted ahead of the

deadline to avoid any technical difficulties that might be encountered while using the portal.

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

Responses shall be printed on 8-½ -inch by 11-inch paper. Font Times New Roman Font (preferred), 12pt font size. Proposals should also include the following:

1. Title Page showing the request for proposals subject; the vendor's name; the name, address, email and telephone number of the contact person; and the date of the proposal.

2. Detailed proposal following the order set forth in the "Proposal Content and Format" of this RFP.

Appendix "B"

Cost Proposal

Contractor Name: _____

Contractor License #:_____

Labor Only Items	Business Hours Rate	Overtime Hours Rate	Emergency/Holiday Rate
Journeyman/Hour	$ /hr	$ /hr	$ /hr
Supervisory/Hour	$ /hr	$ /hr	$ /hr
Labor and Equipment Items	Business Hours Rate	Overtime Hours Rate	Emergency/Holiday Rate
Bucket Truck	$ /hr	$ /hr	$ /hr
15' to 40' Personnel Lift	$ /hr	$ /hr	$ /hr
41' to 110' Personnel Lift	$ /hr	$ /hr	$ /hr
Total			
Materials Markup: _____%			

Labor: is the cost per hour for one non-supervisory or apprentice personnel including all associated costs at prevailing wage rates.

Supervisory: is the cost per hour for one supervisory or journeyman/foreman personnel including all associated costs at prevailing wage rates.

Business Hours: are considered 7:30 a.m. through 5:30 p.m., Monday through Thursday.

Overtime: is the cost per hour over an 8-hour workday or 40-hour work week or for hours worked after 4:30 p.m.

Materials Markup is the percentage added to the actual wholesale (no retail pricing will be accepted) cost of materials or special equipment rental. Proof of material costs will be required.

Emergency/Holiday is the cost per hour for after-hours work with a one- hour minimum response time or services performed on any national holiday at prevailing wage rate.

Authorized Representative: _____ Signature: _____
Date: _____

Appendix "C"

Reference Sheet

RFP 26 – 13 On-Call Electrical Maintenance and Repair Services

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Appendix “D”

Sample Professional Services Agreement

[See Next Page]

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. _____
WITH CONSULTANT NAME

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **_____, 202X** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and Consultant Name (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide Public Records Request Software services in the CITY; and

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

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

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

SECTION 2. SERVICES / COMPENSATION.

a. All terms, conditions, requirements, and provisions of the Request for Proposals for _____ in the City of Montebello (insert date issued) ("Request for Proposals"), as such is set forth fully in **Exhibit "A**" hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

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

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

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire three (3) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2) one-year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

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

SECTION 4. PERFORMANCE.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

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

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

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

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

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

The CONSULTANT agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed

boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of the CONSULTANT's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

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

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

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

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

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

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

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

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

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

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

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: [insert designated email]

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.go

With a copy to:
City of Montebello – Department Name
Attn: Name and Title of Department Head
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200 ext.
Email: [ENTER EMAIL ADDRESS]

If to Consultant:
Consultant Name
Attn: _____
Address
City, CA #####
(###) ###-####
Email:

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

[**SIGNATURE PAGE TO FOLLOW**]

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

("CITY")	("CONSULTANT")
CITY OF MONTEBELLO	**CONSULTANT NAME**
Raul Alvarez, City Manager	Full Name, Title

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Request for Proposals for Services and Contractor's Proposal
- Exhibit B – Schedule of Compensation
- Exhibit C – Labor Law Requirements [Delete if not applicable and/or continue listing Exhibits as applicable]
- Exhibit D – Live Scan Fingerprinting Requirement [Delete if not applicable and/or continue listing Exhibits as applicable]

EXHIBIT 'B'
CONTRACTOR'S PROPOSAL

POWER OF FAITH CONSTRUCTION INCORPORATED

Proposal for

CITY OF MONTEBELLO

RFP No. 26-13

On-Call Electrical Maintenance and Repair Services

Submitted By: Malcolm Weatherbie, President
License #1145826 | DIR #2000017322
1113 Aspen St., Corona, CA 92879
(626) 416-7998 | Malcolm@poweroffaithconstruction.com

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1. Relevant Experience

Power of Faith Construction Incorporated is a licensed electrical contractor providing electrical maintenance, repair, troubleshooting, installation, design, and construction services for municipal, commercial, industrial, and public-sector facilities throughout Southern California. Although the company has been incorporated for one year, company leadership brings more than twenty (20) years of electrical construction, maintenance, and design experience, including new ground-up construction and existing facility improvements. Malcolm Weatherbie brings more than nine (9) years of experience supporting government agencies and public works projects. Experience includes electrical maintenance and repair, interior and exterior lighting systems, LED retrofits, service upgrades, power distribution systems, switchgear, EV charging infrastructure, traffic signal systems, street lighting systems, underground conduit and cable installations, electrical design, load calculations, and emergency response services. Power of Faith Construction Incorporated is available 24 hours per day, 7 days per week and can meet the City's required response times of two (2) hours for routine service requests and one (1) hour for emergency service requests.

Key Personnel – Malcolm Weatherbie, President

Over 20 years of electrical construction, maintenance, troubleshooting, design, public works, municipal infrastructure, traffic signals, street lighting, EV charging systems, and existing facility upgrades.

2. Public Agency Experience

Power of Faith Construction Incorporated and its management have provided services for public agencies throughout Los Angeles County, Orange County, Riverside County, and San Bernardino County. Services have included electrical design, electrical maintenance, traffic signal systems, street lighting, EV charging infrastructure, public facility improvements, underground conduit installation, emergency electrical repairs, and infrastructure upgrades.

3. References (Appendix C)

Town of Yucca Valley

Contact: Alex Qishta | 909-373-6936 | aqishta@yucca-valley.org

Description: Installed new EV charging stations with electrical infrastructure and concrete foundations for the Yucca Valley Branch Library and California Welcome Center.

Contract Amount: $4,900 | Date: 01/04/2026

Bell Gardens Public Works

Contact: Alfred Onate | 562-755-7283 | aonate@bellgardens.org

Description: Installed new conduit and cable systems for Veterans Park lighting improvements.

Contract Amount: $3,195 | Date: 04/01/2026

City of San Bernardino

Contact: Azzam Jabsheh | 909-453-9764 | jabsheh_az@sbcity.org

Description: Electrical design services for public works projects including load calculations and infrastructure planning.

Contract Amount: Ongoing | Date: Ongoing

4. Conflict of Interest Statement

Power of Faith Construction Incorporated certifies that neither the company nor its principals, officers, employees, or affiliates have any known financial, business, organizational, or personal relationships with the City of Montebello that would create an actual or perceived conflict of interest regarding this solicitation.

5. Cost Proposal (Appendix B)

Item	Business Hours	Overtime	Emergency/Holiday
Journeyman	$135/hr	$202/hr	$270/hr
Supervisory	$142/hr	$213/hr	$284/hr
Bucket Truck	$225/hr	$225/hr	$225/hr
15'-40' Lift	$85/hr	$85/hr	$85/hr
41'-110' Lift	$185/hr	$185/hr	$185/hr

Materials Markup: 12.5%

6. Signature Page

Authorized Representative: Malcolm Weatherbie

Title: President

Signature:

Date: 06/04/2026

ITEM # 20

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. 4541 TO SEBASTIAN WATERWORKS DBA MR. ROOTER FOR THE PROVISION OF ON-CALL PLUMBING SERVICES**

DATE: June 24, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Award Professional Services Agreement No. 4541 to Sebastian Waterworks DBA Mr. Rooter for the provision of on-call plumbing services at City facilities in an amount not-to-exceed $126,000 annually; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

These services will be funded through the City's applicable operation and maintenance budgets designated for facility maintenance and repairs.

The contract will be structured as an on-call, as-needed agreement with compensation based on approved hourly labor rates, equipment rates, emergency response rates, and material markups as submitted in the selected proposer's Cost Proposal.

The total not-to-exceed annual contract amount is $126,000. Funding has been incorporated into the Fiscal Year 2026-27 adopted budget. The initial agreement term is three years, through June 30, 2029. The agreement includes provisions to extend it by two, one-year terms. Subsequent fiscal year budgets will include sufficient appropriations to support ongoing services for the term of the agreement.

Should additional funding be required based on service demand, staff will return to the

City Council with a budget amendment recommendation.

BACKGROUND/DISCUSSION:

The City of Montebello is responsible for the maintenance and operation of plumbing systems across a wide range of municipal facilities, including administrative offices, parks, the senior center, library, museum, and detention facilities. These systems are critical to ensuring the safe, sanitary, and continuous operation of City services. Historically, plumbing services have been performed on an as-needed basis; however, increasing service demands, aging infrastructure, and the need for rapid emergency response have created the need for a structured on-call service arrangement.

On May 14, 2026, the City issued Request for Proposals (RFP) No. 26-12 seeking qualified and licensed plumbing contractors to provide on-call citywide plumbing services, including installation, maintenance, repair, troubleshooting, and emergency response on a 24-hour basis. The scope of work includes, but is not limited to, repair and replacement of plumbing systems, sewer and drain line maintenance, water heater service, fixture repair, and emergency plumbing services at various City-owned facilities.

ENVIRONMENTAL:

N/A

ANALYSIS:

The City conducted a competitive procurement process in accordance with RFP No. 26-12. Proposals were evaluated based on qualifications, experience, references, and cost proposals as outlined in the solicitation.

Following evaluation, staff identified Sebastian Waterworks DBA Mr. Rooter as the most qualified and responsive proposer based on demonstrated experience with municipal plumbing systems, ability to meet emergency response requirements, and overall value to the City.

Award of this agreement will ensure:

- Reliable 24-hour availability for plumbing services.
- Timely response to routine and emergency service requests.
- Compliance with applicable plumbing codes and safety regulations.
- Continuity of maintenance for critical City facilities.
- Cost-effective service delivery through competitively solicited rates.

Staff recommends approving Agreement No. 4541 (Attachment A) to Sebastian Waterworks DBA Mr. Rooter to maintain uninterrupted plumbing support services across City facilities.

SUMMARY:

Staff recommends that the City Council award Professional Services Agreement No. 4541 (Attachment A) to Sebastian Waterworks DBA Mr. Rooter for on-call plumbing services in an amount not-to-exceed $126,000 annually, for an initial three-year term (through June 30, 2029). Approval of this action will ensure continued maintenance, repair, and emergency response capability for the City's plumbing infrastructure through a competitively procured on-call services contract.

ATTACHMENT(S)

1. Attachment A - Agreement No. 4541 - Sebastian Water Works Inc. DBA Mr. Rooter

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 4541 WITH SEBASTIAN WATERWORKS, INC. DBA MR. ROOTER PLUMBING

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **July 1, 2026** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and SEBASTIAN WATERWORKS, INC. DBA MR. ROOTER PLUMBING (the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional contractor to provide on-call plumbing maintenance, repair, troubleshooting, installation, and replacement services for City-owned facilities and infrastructure, including but not limited to buildings, parks, public facilities, and related plumbing systems; and

WHEREAS, the CONTRACTOR represents that it is fully qualified to perform such services by virtue of its experience, training, licensing, and expertise, including possession of a valid California C-36 Plumbing Contractor's License;

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. RFP No. 26-12, attached hereto as **Exhibit "A"**.
3. The CONTRACTOR'S Proposal to RFP 26-12, attached hereto as **Exhibit "B"**.
4. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

a. The CONTRACTOR shall provide to the CITY those services that are set forth fully in RFP 26-12 and the Contractor's Proposal, attached hereto as **Exhibit "A" and Exhibit "B"** and incorporated fully herein by this reference (hereinafter "Professional Services").

b. The 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. The CONTRACTOR shall be compensated in an annual amount not-to-exceed **One Hundred Twenty-Six Thousand Dollars ($126,000)** (the "Compensation") for the performance of the Professional Services as set forth in **Exhibit "A".** CONTRACTOR shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONTRACTOR shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

d. The CITY shall be invoiced upon completion of the Scope of Services set forth herein. Payment in full of each invoice shall be due to the CONTRACTOR within thirty (30) days from the date of the invoice.

e. Work performed shall be deemed approved and accepted by the CITY upon invoicing unless the CITY provides written notice within fifteen (15) days of the invoice date specifically identifying the portions of the work the CITY believes to be incomplete or defective, and the corresponding disputed invoice amount(s). The CITY shall pay all undisputed amounts in accordance with the preceding paragraph.

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 **June 30, 2029** 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 CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

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

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

d. The CONTRACTOR shall have the right to retain, subject to the CITY's approval, additional individuals, 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 the CONTRACTOR.

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

SECTION 5. WORK PRODUCT.

a. The CONTRACTOR hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The 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 the CONTRACTOR.

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONTRACTOR and shall be the CITY's agent with respect to obtaining the CONTRACTOR's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval 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 CONTRACTOR which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONTRACTOR, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONTRACTOR. The CONTRACTOR and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONTRACTOR.

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

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

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

workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

a. During the term of this Agreement, the CONTRACTOR shall carry, maintain, and keep in

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

- **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than $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.

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

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

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

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

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

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

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

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

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

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 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.

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

k. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONTRACTOR, and CONTRACTOR's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. The CONTRACTOR 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 CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to the CITY, or the CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONTRACTOR shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-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 the CONTRACTOR and shall not bind or purport to bind the CITY and shall not release the CONTRACTOR from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-contractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the CONTRACTOR under the Agreement.

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

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

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

d.

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

If to Contractor: Sebastian Waterworks, Inc. DBA Mr. Rooter Plumbing
Attn: Joe Diaz
221 W. Pomona Blvd.
Monterey Park, CA 91754
(323) 721-1243
diazmrrooterplumbingsg@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 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the 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. The 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.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

[**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")	("CONTRACTOR")
CITY OF MONTEBELLO	**SEBASTIAN WATERWORKS, INC. DBA MR. ROOTER PLUMBING**
Raul Alvarez, City Manager	Joe Diaz, President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Request for Proposals 26-12
- Exhibit B – Contractor's Proposal

EXHIBIT 'A'
REQUEST FOR PROPOSAL 26-12

CITY OF MONTEBELLO

Request for Proposals

RFP No. 26 – 12

On-Call Plumbing Services

Release Date: Thursday, May 14, 2026

Online Questions Due: Thursday, May 21, 2026,12:00 p.m. PST

Responses to Question: Wednesday, May 27, 2026, 12:00 p.m. PST

Due Date: Thursday, June 4, 2026, 11:00 a.m. PST

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TO PROSPECTIVE PROPOSERS

The City of Montebello ("City") invites proposal submissions under this Request for Proposals ("RFP"). The City will evaluate responses to this solicitation based on the evaluation criteria set forth herein. Submissions must adhere to the format and content described. Only proposals that adhere to the requirements will be evaluated. The information set forth is the minimum required to qualify for consideration. The successful Proposer will be required to enter into a Professional Services Agreement based on the specifications outlined in this RFP.

DATE OF SOLICITATION

May 14, 2026

PROJECT

On-Call Plumbing Services

PROPOSAL OWNER

City of Montebello – Public Works
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: James Coiner, Deputy Director of Public Works
Contact Phone: (323) 887-1460
Contact E-Mail: jcoiner@montebelloca.gov

PROPOSAL CONTACT

City of Montebello – Public Works
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Vanessa Ramos, Administrative Manager
Contact Phone: (323) 887-1200
Contact E-Mail: varamos@montebelloca.gov

Prospective proposers must register their business with PlanetBids before being able to view or submit a response. To access the City's PlanetBids Portal, please go to:

https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839

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1.0 Notice Inviting Proposals

The City of Montebello (City) is seeking proposals from licensed and qualified plumbers to provide a comprehensive range of plumbing services. Services will be performed at various City locations, including but not limited to administrative offices, park facilities, the senior center, library, museum, and jail. The scope of work encompasses installations, routine maintenance, service calls, provision of supplies, and emergency services.

The Facilities Maintenance Department may engage a plumbing service company to support City maintenance staff. Services may include, but are not limited to, unclogging drains; installation, maintenance, and repair of building plumbing systems; main domestic water supply and sewer lines and their components; and repair of faucets, flush valves, hot water heaters, and pumps. The contractor may also be required to repair, maintain, or replace gas lines and to unstop, repair, or replace drain lines. Contractors must hold a current A contractors or commercial C-36 plumbing license issued by the State of California.

The selected vendor(s) will be required to supply all necessary materials, transportation, labor, equipment, and any additional resources needed to perform plumbing services at both specified and unscheduled City sites. Contractors must conduct all plumbing maintenance services in full compliance with relevant federal, state, and local laws, regulations, ordinances, codes, and manufacturer guidelines. It is the contractor's responsibility to secure any necessary licenses or permits required to complete the work described. It is recognized that any one potential contractor may not service all types of equipment listed in the bid sheet. The City may, therefore, also elect to award a contract to one or more vendors.

To view the complete RFP package, please visit:

https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839

Prospective proposers must register with PlanetBids before being able to view or submit a response.

Questions must be submitted via PlanetBids by **Thursday, May 21, 2026, at 12:00 p.m. PST**

Responses to Questions will be uploaded to PlanetBids by **Wednesday, May 27, 2026, at 12:00 p.m. PST**

Proposals must be submitted via PlanetBids by **Thursday, June 4, 2026 at 11:00 a.m. PST**

Responses will be evaluated to determine the contractor that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described. The City reserves the right to accept or reject any and all proposals.

2.0 Introduction

The City of Montebello invites qualified contractors to submit proposals for professional services to provide on-call plumbing services. The selected contractor(s) shall furnish all labor, materials, tools, equipment, transportation, and incidentals necessary to perform a full range of plumbing services, including but not limited to installation, maintenance, troubleshooting, repair, and emergency response. The contractor is responsible for adhering to all City, County, State, and Federal laws relevant to equipment operation and safety practices while performing contract duties.

About the City of Montebello

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

3.0 Timeline

- Release RFP — Thursday, May 14, 2026
- Online Questions — Thursday, May 21, 2026, at 12:00 p.m. PST
- Responses to Questions — Wednesday, May 27, 2026, at 12:00 p.m. PST
- Deadline to Submit Responses — Thursday, June 4, 2026, at 11 a.m. PST
- City Review of Submissions — Monday, June 8, 2026
- Notifications Sent to Contractors — Thursday, June 25, 2026
- Award — Wednesday, June 24, 2026

4.0 Purpose

The purpose of this solicitation is to identify qualified contractor(s) with the experience, technical knowledge, and resources necessary to support the City in all aspects of the services described in this Request for Proposals (RFP). The City of Montebello is seeking proposals from qualified contractors to provide on-call citywide plumbing services on an as-needed basis.

This initiative is intended to ensure that the City's plumbing systems and infrastructure remain safe, reliable, and fully operational. Services will support the timely maintenance, repair, troubleshooting, and installation of plumbing components across a range of City-owned facilities and assets. The selected contractor(s) will play a critical role in maintaining service continuity, addressing urgent plumbing issues, and supporting planned improvements and upgrades.

The City is committed to maintaining safe, efficient, and reliable plumbing systems that support public health, safety, and daily operations. The objective of this project is to provide timely, high-quality plumbing services, including the installation, maintenance, repair, and replacement of plumbing systems, while minimizing disruption to City operations and the public.

5.0 Scope of Work/Services

The selected contractor(s) shall provide on-call plumbing services on an as-needed basis to support the City of Montebello's facilities and infrastructure. The scope of work encompasses installations, routine maintenance, service calls, provision of supplies, and emergency services. Services may include, but are not limited to, unclogging drains; installation, maintenance, and repair of building plumbing systems; main domestic water supply and sewer lines and their components; and repair of faucets, flush valves, hot water heaters, and pumps. The contractor may also be required to repair, maintain, or replace gas lines and to unstop, repair, or replace drain lines. All work shall be performed in a timely, safe, and professional manner in accordance with the requirements set forth herein.

Contractor shall abide by the following requirements and performance standards:

- **1. Licensing and Regulatory Compliance**

The Contractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances. At a minimum, the Contractor shall:

- Contractor must obtain a City of Montebello Business License.
- Proof of a valid A contractor's license or valid C-36 Plumbing Contractor's License, as required by the State of California, must be provided.
- Contractor is responsible for adhering to all City, County, State, and Federal laws relevant to equipment operation and safety practices while performing contract duties.

- **2. Labor, Equipment, and Materials**

The Contractor shall furnish all labor, supervision, equipment, tools, materials, and incidentals necessary to perform the required services. Specifically:

- Service calls will normally be responded to with a Journeyman and apprentice plumbers only. The City must authorize any additional personnel. If additional

personnel are necessary, they are to be apprentices unless the service requires a master plumber.

- Upon commencement of work, Contractor shall be fully equipped, adequately staffed, and thoroughly familiar with contract requirements.
- Contractor shall provide sufficient, qualified personnel to perform all services in accordance with contract specifications.
- All personnel must meet minimum qualifications for their positions.

EXTRA WORK: Contractor shall, from time-to-time, be asked to perform Extra Work of varying types. Including but not limited to the following: Replacement of underground sewer lines, installation of new drinking fountains, removal of sidewalk and asphalt to make necessary repairs, etc. Vendors shall prepare a written proposal for all Extra Work; no such work may be performed without prior authorization from The City of Montebello. All labor and material cost must be included in the proposal.

- **3. Availability and Response Requirements**

The Contractor shall be available to respond to service requests on a continuous basis, including after-hours, weekends, and holidays:

- Contractor must be prepared to respond to service requests **24 hours per day, 7 days per week, 365 days per year**.
- Contractor shall respond to routine service requests within **two (2) hours** of notification.
- Contractor shall respond to emergency service requests within **one (1) hour** of notification. Emergency work shall be billed at the applicable emergency rate.
- The City's standard business hours are **7:30 a.m. to 5:30 p.m., Monday through Thursday**; however, work may be required outside of these hours.
- All costs, including labor, equipment, and materials, shall be determined on an hourly basis for equipment and materials, with normal incidentals included.

- **4. Safety Requirements and Incident Reporting**

The Contractor shall be responsible for maintaining a safe working environment at all times:

- Contractor must perform all work in accordance with accepted safety standards for on-call plumbing services.
- Vendor/Contractor shall take all necessary precautions for the safety of the employees and or public on the work site and should erect and always maintain, as required on job conditions and process of the work, all necessary safeguards for the protection of the workman and public.
- Contractor is responsible for safely storing all equipment, machines, and materials, and for identifying and correcting any unsafe conditions or practices.
- The Contract Administrator must be notified immediately of any unsafe conditions requiring major correction.
- Any accident, injury, or emergency service occurrence must be reported to the

Contract Administrator and, if requested, followed by a written report **within three (3) days**.

- Contractor shall cooperate fully with the City in the investigation of any such occurrences.

- **5. Identification, Uniforms, and Professional Conduct**

The Contractor shall maintain a professional appearance and clearly identifiable presence while performing services:

- All vehicles and equipment used must always display the company logo, including after-hours and emergency responses.
- Contractor personnel must wear uniform shirts clearly marked with the company name, as approved by the Contract Administrator.
- Personnel must maintain a neat, clean appearance, with shirts worn and always buttoned.
- Proper shoes and personal protective gear, as required by State Safety Regulations, must be worn.
- Brightly colored traffic vests or reflectors must be worn when working on the right-of-way.

6.0 Contractor Qualifications

The contractor shall possess a current/valid State of California A contractor's license or C-36 Plumbing Contractor License. All work shall be performed consistently with A or C-36 licensing requirements. As applicable, the contractor shall perform all work pursuant to the most current plumbing industry standards, adopted applicable codes, and all municipal ordinances. In some instances, the contractor may be required to comply with applicable standards per the California Plumbing Code (CPC) (Part 5, Title 24).

The selected contractor must also have the following minimum qualifications:

- A skilled and professional team, with clearly defined roles and responsibilities, capable of delivering high-quality results.
- Relevant experience for the type of work outlined in the Scope of Services.
- Extensive knowledge of historical preservation.
- Significant experience working with local governments.
- Demonstrated knowledge of applicable local, state, and federal codes and laws that may be applicable to the work.
- Demonstrated knowledge and capability to produce project documents as outlined in the Scope of Services.

- Proven record of completing tasks and projects on-time and on-budget.
- Flexibility in adapting to meet the needs of unique organizations.

Background Check
Contractor representatives working on-site and in some remote capacities, will be required to undergo a background check conducted by the City.

7.0 Proposal submittal
Please review Appendix A - Proposal Format and Content, attached hereto and incorporated herein by this reference, for specific details regarding the information that needs to be included in your submission. Failure to provide all requested information may be considered "non-responsive" and rejected.

Responses to this RFP must be submitted electronically via the City's PlanetBids Portal by the deadline. Any responses transmitted and/or time-stamped after the deadline will not be accepted. Contractors planning to submit responses to this request are highly encouraged to submit all documentation before the deadline to avoid technical difficulties/errors.

8.0 Evaluation Criteria
The City will establish an evaluation committee to review and rate each proposal. The proposal evaluation process will be conducted using a multi-step method which will include the following steps:

A. **Preliminary Proposal Review** - The evaluation committee will review each submission to ensure adherence to the minimum/proposal format requirements.
B. **Proposal Evaluation** - In the second part of this process, the evaluation committee will review and rate proposals using a combined score based on the following:

i. Qualifications as they relate to this RFP - 65%
    a. Thoroughness and understanding of the tasks to be completed
    b. Background and experience
    c. Knowledge of the City of Montebello
    d. Experience of personnel assigned to the work
    e. Communication Skills
    f. Interview, if required

ii. Reputation for integrity and competence – 15%
    a. Positive Reference Checks
    b. Work Samples

iii. Proposed fees for services – 20%

The City reserves the right to request and obtain, from one or more proposers, supplementary information as may be necessary for the City to analyze the proposal pursuant to selection criteria. Upon completion of the evaluation phase, the City may select those contractors for interviews whose proposals and qualifications most closely conform to the requirements of this RFP and provide the best value to the City.

9.0 Protest Procedures

Proposal Protest Procedures (Before Proposal Opening)

A protest filed before the proposal due date deadline must be filed in writing or by email no later than ten (10) working days before the due date. The most common types of protest that might be filed before a proposal due date include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal due date.

When a protest is filed before a scheduled proposal due date, certain steps must be followed:

A. The protest must be submitted in writing within the specified time frame (no later than ten (10) working days prior to a proposal due date). All protests must be filed with the Director of Finance for determination. Protest must be submitted to the Director of Finance by mail or e-mail within the specified time frame. Protests can be sent to:

   Mail:
   Michael Solorza, Director of Finance
   City of Montebello
   Attn: Department of Finance
   1600 W. Beverly Blvd
   Montebello, CA 90640

   or

   E-mail: msolarza@montebelloca.gov

B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.

C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.

D. All potential proposers will be advised of a pending protest.

E. The City shall not review proposals prior to the resolution of the protest unless it is determined that:

- The items to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make a prompt award will otherwise cause undue harm to the City.

The City will respond in writing within ten (10) working days after receipt of a properly filed protest. The Director of Finance will respond and include a response to each substantive issue raised in the protest.

After the exhaustion of administrative remedies, the protesting party will be given the City's final decision. The Director of Finance has the authority to decide on all protests.

Proposal Protest Procedures (After Proposal Due Date/Post Award)
A protest filed after a proposal deadline/due date must be filed within three (3) working days after the proposal deadline/due date. The City will grant the protesting Contractor a fair review and shall have up to ten (10) working days to review the protest and render its decision.

10.0 Execution of Agreement
The resulting agreement (see attached sample) shall be signed by the successful Vendor and returned within the required insurance within ten (10) business days after the City has provided written notice that the Vendor has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall cause, at the City's option, for annulment of the award. Please review the insurance requirements and indemnification clause in the attached sample agreement.
Should the successful Vendor decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation.

11.0 Insurance
The Contractor selected must meet the following minimum insurance requirements upon execution of the City's Professional Services Agreement:

A. **Commercial General Liability**

Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an “occurrence” basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury with limits no less than $1,000,000 per occurrence and $2,000,000 aggregate.

If requested, the "City of Montebello, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to the Insurance Services Office, Inc. Form CG 20 10 11 85 of CG 20 26 1185.

B. **Business Automobile Liability**
For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form CA 00 01 covering, Code 1 (any auto), or if the Contractor has not owned autos, Code 8 (hired) and 9 (non-owned) with a limit no less than $1,000,000 per accident for bodily injury and property damage.

If an automobile is not necessary to perform services, the Vendor must submit a written request for a waiver of this requirement.

C. **Professional Liability or Errors and Omissions**
Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the Contractor to provide professional liability or errors and omissions liability insurance in an amount not less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. Architects’ and engineers’ coverage shall be endorsed to include contractual liability.

D. **Workers' Compensation and Employer's Liability**
Workers' compensation as required by the California Labor Code and Employer's Liability in an amount not less than $1,000,000 per accident for bodily injury or disease.

Required Insurance Documentation

Certificate of Insurance

The Certificate Holder must be listed as follows:

City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

Endorsements (if requested)

In addition to the Certificate of Insurance, the Vendor must provide the following endorsements:

Additional insured endorsements to the general liability and auto liability* insurance policies. The "City of Montebello, its officials, employees, and agents" must be endorsed to the Contractor's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

Cancellation notice endorsements. Each policy must be endorsed to certify that it will not be canceled or non-renewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation due to nonpayment of premium is acceptable).

Primary, non-contributory coverage endorsements. The general liability and professional liability (if required) policies must be endorsed to provide that each policy shall apply on a primary, non-contributing basis with any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees, and agents.

Waiver and Modifications of Insurance Requirements

To the extent permitted by law, the City may modify these insurance requirements at any time and at its sole discretion.

In general, any contract deemed sole source, professional/professional services, involves the disclosure of proprietary information, and/or a public works project may require revisions to the City's standard insurance requirements. Any revisions to the insurance requirements will be identified within the associated service contract terms and conditions.

Vendor may request a waiver or modification of these insurance requirements. Waiver or modification requests must be submitted in writing. The request should state the specific insurance requirement that is being considered for waiver or modification and provide a brief explanation for the request. Requests will be reviewed on a case-by-case basis, and the decision will ultimately depend on the scope of services. The final decision to approve or deny a request will be at the City's legal authority and/or an authorized designee's discretion.

12.0 Use of Federal Funds

The project is funded through a Sustainable Communities Grants from Caltrans which requires compliance with certain federal regulations. The United States Federal Government requires purchases of items and services to meet specific standards when

using Federal funds, including grants, cooperative agreements, contracts, and Federal funds "passed-through" to the City from a non-Federal entity (i.e., sub-recipient agreements). These requirements are codified under the Code of Federal Regulation's (CFR) Title 2, Subtitle A, Chapter II, Part 200 (also referred to as "2 CFR 200" or "Uniform Guidance") and the Federal Acquisition Regulations (FAR), as applicable.

The following standards apply to all purchases of items and services using Federal funds:

- Transactions shall be conducted lawfully and ethically
- Unnecessary/duplicative purchases are not permitted
- Utilizing a vendor or supplier on the U.S. Federal Government's Debarred and Suspended List (available at SAM.gov) is prohibited
- All individuals involved in the expenditure of federal monies must avoid any actual or apparent conflict of interest
- Procurement transactions must be conducted in a manner providing full and open competition
- Opportunities should be provided to minority businesses, women's business enterprises, and labor surplus area firms when possible
- Contracts and purchase orders should include the contract provisions required by 2 CFR 200 Appendix A
- Purchases of goods and services must include documentation detailing the procurement history

In addition to Federal standards, purchases must adhere to applicable local policies and procedures as defined in Montebello Municipal Code Chapters 3.20 and 3.21 and any relevant administrative policies. The most restrictive terms prevail when a conflict is present.

13.0 Non-Commitment of City

While the City intends to select a Contractor through this process, this intention is subject to change at any time during the process. The City does not commit to awarding an agreement, paying any costs incurred in preparing the proposal for this request, and/or procuring or contracting any items or services.

14.0 Labor Requirements

A. **Background:** All personnel engaged in the performance of this work shall be employees of the Contractor and, as such, shall be warranted to possess sufficient experience and reliability to perform this work.

B. **Health:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the

building. Neither shall the Contractor allow the use of or presence of alcohol or drugs on the premises or in the building.

C. **Non-Discrimination:** The Contractor shall not engage in discrimination in the employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex, or religion of such persons.

D. **Conduct:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the work properly and acceptably or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.

15.0 Records

The Contractor agrees to permit the City Manager or designee access to records, reports, files, and other papers or property of the Contractor to audit any performance aspect under this agreement.

16.0 Subcontractors

The Contractor shall be responsible for all work performed under the final agreement and shall keep all work under his control. No portion of the work may be subcontracted without the prior written consent of the City. All subcontractors used on this work shall be under the direct supervision of the Contractor and shall be considered as their employees. Any approved subcontractors must provide insurance indemnifying the City with limits at or exceeding the limits of the Contractor's insurance.

17.0 Modifications/Changes

Changes in the areas serviced and/or specifications may be necessary during the agreement term. Changes in the agreement's requirements and corresponding changes in compensation may be implemented upon mutual understanding between the City and the Contractor. These changes will be processed by the City Manager.

18.0 Disclosure of Information

A. The Contractor agrees that it will not during or after the term of the agreement, disclose any proprietary information or confidential business information of the City, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, Contractor, corporation, association, or other entity or the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information received by the Contractor shall be used exclusively in connection with the performance of services.

B. The Contractor shall not issue or release for publication any articles, advertising,

or publicity matters relating to the services performed by the Contractor hereunder or mentioning or implying the name of the City or its respective personnel without the prior written consent of the City.

19.0 Ex-Parte Communications

Contractor and Contractor representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about this RFP. This requirement also includes any evaluation panel member, except for designated RFP facilitators. This requirement remains in effect until after award notifications have been made.

This restriction does not prohibit Contractor and their representatives from making oral statements or presentations to City representatives during a scheduled public meeting.

20.0 City of Montebello Rights

At its discretion, the City reserves the right to:

A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:

   i. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
   ii. The Contractor, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
   iii. The Contractor failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.

B. 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;

C. Accept all or any part of a proposal;

D. Cancel the entire RFP;

E. Issue subsequent RFPs; or

F. Waive any errors or informalities in any proposal to the extent law permits.

Please review:

Appendix A – Proposal Content and Format

Appendix B – Cost Proposal

Appendix C – References

Appendix D – Sample Professional Service Agreement

Appendix "A"

Proposal Content and Format

Proposal Content

The contractor shall be responsible for preparing a compelling, clear, and concise proposal. The City is requesting electrical services, which contains at a minimum the following information:
fir

1. **Relevant Experience** - Please include information describing your experience providing similar services for public agencies. Provide a minimum of three (3) specific examples of relevant experience. At a minimum, the vendor should provide a list of the most recent projects (i.e., completed within the last five (5) years is preferred, but samples outside of this timeframe will be accepted if relevant) for which the contractor has performed similar services of similar size, scope, and complexity.

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

   Resumes may also be included in this section for any key staff associated with project.

2. **Conflict of Interest Statement –** The vendor shall disclose any financial, business, or other relationship with the City that may have an impact upon the selection process. If the vendor does not have any such conflicts, a statement declaring such should be included in their submission.

3. **Cost Proposal –** Cost proposal should include the following:

   Total All-Inclusive Not-To-Exceed Maximum Price: The cost proposal should contain all pricing information relative to performing the scope of work as described in this request for proposals. The total all-inclusive maximum not-to-exceed price is to contain all direct and indirect costs, including all out-of-pocket expenses.

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

All proposals must be submitted using the PlanetBids Portal by Thursday, June 4, 2026, at 11:00 AM PDT. It is highly encouraged that proposals are submitted ahead of the

deadline to avoid any technical difficulties that might be encountered while using the portal.

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

Responses shall be printed on 8-½ -inch by 11-inch paper. Font Times New Roman Font (preferred), 12pt font size. Proposals should also include the following:

1. Title Page showing the request for proposals subject; the vendor's name; the name, address, email and telephone number of the contact person; and the date of the proposal.

2. Detailed proposal following the order set forth in the "Proposal Content and Format" of this RFP.

Appendix "B"

Cost Proposal

Contractor Name: _____

Contractor License #: _____

Labor Only Items	Business Hours Rate	Overtime Hours Rate	Emergency/Holiday Rate
Labor/Hour Master Plumber	$ /hr	$ /hr	$ /hr
Labor/Hour Journeyman	$ /hr	$ /hr	$ /hr
Labor/Hour Apprentice	$ /hr	$ /hr	$ /hr
Labor and Equipment	Business Hours Rate	Overtime Hours Rate	Emergency/Holiday Rate
Hourly Rate Video Inspection	$ /hr	$ /hr	$ /hr
Hourly Rate Hydro Jetting Sewer Lines	$ /hr	$ /hr	$ /hr
Total			
Materials Markup: _____%			

Labor: is the cost per hour for one non-supervisory or apprentice personnel including all associated costs at prevailing wage rates.

Supervisory: is the cost per hour for one supervisory or journeyman/master plumber personnel including all associated costs at prevailing wage rates.

Business Hours: The City's normal work hours are 7:30 am to 5:30 pm, Monday through Thursday.

Overtime: is the cost per hour over an 8-hour workday or 40-hour work week or for hours worked after 4:30 p.m.

Materials Markup is the percentage added to the actual wholesale (no retail pricing will be accepted) cost of materials or special equipment rental. Proof of material costs will be required.

Emergency/Holiday is the cost per hour for after-hours work with a two-hour minimum response time or services performed on any national holiday at prevailing wage rate.

Authorized Representative: _____ Signature: _____

Date: _____

Appendix “C”

Reference Sheet

RFP 26 – 12 On-Call Plumbing Services

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Appendix “D”

Sample Professional Services Agreement

[See Next Page]

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. _____
WITH CONSULTANT NAME

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **_____, 202X** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and Consultant Name (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide Public Records Request Software services in the CITY; and

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

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

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

SECTION 2. SERVICES / COMPENSATION.

a. All terms, conditions, requirements, and provisions of the Request for Proposals for _____ in the City of Montebello (insert date issued) ("Request for Proposals"), as such is set forth fully in **Exhibit "A**" hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

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

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

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire three (3) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2) one-year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

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

SECTION 4. PERFORMANCE.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

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

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

c. The CITY shall not deduct from the Compensation paid to the

CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONSULTANT. The CITY shall have no responsibility to provide the CONSULTANT, its employees or subconsultants with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONSULTANT is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONSULTANT must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONSULTANT. If this Agreement remains in place, the CONSULTANT shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the CONSULTANT or any employee, agent, or subconsultant of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

The CONSULTANT shall at all times observe and comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this section.

SECTION 14. INDEMNIFICATION.

The CONSULTANT agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed

boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of the CONSULTANT's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

a. During the term of this Agreement, the CONSULTANT shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONSULTANT's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

b. If the CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

c. The CONTACTOR shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

d. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONSULTANT's expense, the premium thereon.

f. **Evidence of Insurance prior to commencement**. The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: [insert designated email]

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.go

With a copy to:
City of Montebello – Department Name
Attn: Name and Title of Department Head
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200 ext.
Email: [ENTER EMAIL ADDRESS]

If to Consultant:
Consultant Name
Attn: _____
Address
City, CA #####
(###) ###-####
Email:

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONSULTANT shall not discriminate against any employee, sub-consultant, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. The CONSULTANT will take affirmative action to ensure that sub-consultant and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

The CONSULTANT covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by the CONSULTANT. The CONSULTANT's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONSULTANT. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[**SIGNATURE PAGE TO FOLLOW**]

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")	("CONSULTANT")
CITY OF MONTEBELLO	**CONSULTANT NAME**
Raul Alvarez, City Manager	Full Name, Title

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Request for Proposals for Services and Contractor's Proposal
- Exhibit B – Schedule of Compensation
- Exhibit C – Labor Law Requirements [Delete if not applicable and/or continue listing Exhibits as applicable]
- Exhibit D – Live Scan Fingerprinting Requirement [Delete if not applicable and/or continue listing Exhibits as applicable]

EXHIBIT 'B'
CONTRACTOR'S PROPOSAL

Proposal for

On-Call Plumbing Services

RFP No. 26 – 12

Submitted to:

City of Montebello

Public Works Department

1600 West Beverly Boulevard

Montebello, CA 90640

Submitted by:

Sebastian Waterworks Inc.
DBA Mr. Rooter Plumbing

221 W. Pomona Blvd.

Monterey Park, CA 91754

Contact: Joe Diaz, President

Phone: 323-721-1243

Email: diazmrrooterplumbingsg@gmail.com

Date of Proposal: June 4, 2026

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1. Cover Letter

June 4, 2026

James Coiner, Deputy Director of Public Works

City of Montebello – Public Works

1600 West Beverly Boulevard

Montebello, CA 90640

RE: RFP No. 26 – 12 | On-Call Plumbing Services

Dear Mr. Coiner and Members of the Evaluation Committee:

Sebastian Waterworks Inc., doing business as Mr. Rooter Plumbing, is pleased to submit this proposal in response to the City of Montebello's Request for Proposals for On-Call Plumbing Services (RFP No. 26 – 12). With 32 years of plumbing experience under the leadership of President Joe Diaz, our firm brings deep expertise in providing responsive, high-quality plumbing services to public agencies throughout the Los Angeles region.

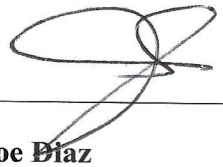
We currently provide on-call plumbing services to the City of Monterey Park, the Los Angeles County Internal Services Department (ISD), and the California Department of Transportation (Caltrans) District 7. These long-standing relationships — several spanning nearly two decades — demonstrate our commitment to dependable service, prevailing wage compliance, and responsive emergency support for public agencies.

Mr. Rooter Plumbing holds multiple State of California contractor's licenses under License No. 851276, including **Class A (General Engineering)**, **Class B (General Building)**, **C-36 (Plumbing)**, and **C-42 (Sanitation System)**. We are also registered with the California Department of Industrial Relations (No. 1000023781). Our fleet of 15 to 20 service vehicles, combined with direct 24/7 dispatch access to our President, allows us to meet the City's one-hour emergency response and two-hour routine response requirements at any hour of any day.

We are committed to delivering safe, code-compliant, and professionally executed work at City offices, park facilities, the senior center, library, museum, jail, and all other City-owned locations. We look forward to the opportunity to serve the City of Montebello.

Should you have any questions regarding this proposal, please contact me directly at 323-721-1243 or diazmrrooterplumbingsg@gmail.com.

Respectfully submitted,



Joe Diaz

President

Sebastian Waterworks Inc. DBA Mr. Rooter Plumbing

2. Company Overview

Sebastian Waterworks Inc., operating as Mr. Rooter Plumbing, is a fully licensed and insured plumbing contractor headquartered in Monterey Park, California. The company has been in business for 32 years and has built its reputation on responsive emergency service, technical depth across a full range of plumbing disciplines, and strong long-term partnerships with public agencies.

Company Information

Legal Name:	Sebastian Waterworks Inc. DBA Mr. Rooter Plumbing
Headquarters:	221 W. Pomona Blvd., Monterey Park, CA 91754
Years in Business:	32 years
President / Principal:	Joe Diaz
CA Contractor License:	License No. 851276 – Classes A (General Engineering), B (General Building), C-36 (Plumbing), and C-42 (Sanitation System)
DIR Registration #:	1000023781
Fleet Size:	15–20 service vehicles
Service Area:	Los Angeles County and surrounding areas
Phone:	323-721-1243
Email:	diazmrrooterplumbingsg@gmail.com

Core Capabilities

- Installation, maintenance, and repair of building plumbing systems
- Main domestic water supply and sewer line work, including component repair and replacement
- Faucet, flush valve, hot water heater, and pump repair and replacement
- Drain cleaning, hydro jetting, and sewer line clearing
- Gas line repair, maintenance, and replacement
- Video (CCTV) sewer and storm drain inspection
- Grease trap pumping and maintenance
- Backflow testing and certification
- Drinking fountain installation and repair

- Underground sewer line replacement, including necessary sidewalk and asphalt removal
- Emergency response 24 hours per day, 7 days per week, 365 days per year

24/7 Dispatch and Emergency Response

Mr. Rooter Plumbing maintains continuous availability for emergency calls. After-hours, weekend, and holiday calls are routed directly to President Joe Diaz, ensuring that the City of Montebello always reaches a decision-making representative rather than a generic answering service. This direct-access dispatch model is how we consistently meet the one-hour emergency response and two-hour routine response requirements for our existing public agency clients.

3. Relevant Experience

Mr. Rooter Plumbing has provided on-call plumbing services to public agencies in the Los Angeles region for nearly two decades. The three projects below represent the depth and continuity of our public-sector experience. Each is an active, on-going engagement, demonstrating consistent performance over many years. Additional detail and contact information for each reference is included in Appendix C.

3.1 City of Monterey Park – Citywide On-Call Plumbing Services

Client: City of Monterey Park

Contact: Beverly Garcia, Management Analyst – 626-307-1429

Term: December 2006 – Present (19+ years)

Approx. Value: ~$200,000 lifetime to date

Mr. Rooter Plumbing provides ongoing on-call plumbing services to the City of Monterey Park, supporting city facilities with repair and replacement of plumbing fixtures, pipes, hydro jetting, pump service, and routine maintenance of drain lines and sewer lines. Work includes maintenance of toilets, sinks, and floor sinks across City-owned buildings. This engagement closely mirrors the scope of services contemplated in the City of Montebello's RFP 26-12.

3.2 Los Angeles County Internal Services Department (ISD)

Client: LA County Internal Services Department

Contact: Larry Gallardo, Plumbing Supervisor, District 4 – 562-940-2414

Term: December 2006 – Present (19+ years)

Approx. Value: ~$1.7 million lifetime to date

Mr. Rooter Plumbing serves as an on-call and emergency plumbing contractor for the Los Angeles County Internal Services Department, supporting preventative maintenance across all LA ISD facilities. The scope of this engagement is broad and demanding, including sewer drain cleaning, hydro jetting, full plumbing repairs, gas line repair and replacement, water line and sewer line work, storm drain repair, CCTV (video) inspection of sewer and storm drains, and grease trap pumping. The scale and diversity of this contract — covering dozens of County-owned facilities of varying age and complexity — demonstrates our capacity to support a comparable municipal portfolio for the City of Montebello.

3.3 California Department of Transportation (Caltrans) – District 7

Client: Caltrans District 7

Contact: Chantal Jarrett, Contract Manager – 213-265-0419

Term: August 2015 – Present (10+ years)

Approx. Value: ~$2.4 million lifetime to date

Mr. Rooter Plumbing provides emergency, routine, and non-routine on-call plumbing service for Caltrans-owned Right of Way properties, with primary focus on the State Route 710 gap closure corridor. This engagement requires close coordination with a State agency, strict adherence to safety and traffic-control standards, and the ability to mobilize crews on short notice across a wide geographic service area — all directly applicable to the City of Montebello's expectations for an on-call contractor.

3.4 Historical Preservation Experience

Through our long-standing engagements with the City of Monterey Park and Los Angeles County ISD, Mr. Rooter Plumbing has performed plumbing repair, replacement, and maintenance work on a wide range of older municipal buildings. We are experienced in working carefully and respectfully within structures where original fixtures, finishes, and architectural features must be preserved, and in coordinating with facility supervisors to ensure repairs are completed without unnecessary disruption to building character or operations.

4. Key Personnel

Joe Diaz – President

Title:	President
Years of Plumbing Experience:	32 years
Certifications:	NASSCO (National Association of Sewer Service Companies) certified; NAWT (National Association of Wastewater Technicians) certified – pumping
Role on this Contract:	Primary point of contact for the City of Montebello; oversees scheduling, dispatch, and quality assurance; personally available for 24/7 emergency response

Mr. Diaz has personally directed the firm's public-agency engagements with the City of Monterey Park, LA County ISD, and Caltrans District 7. His NASSCO certification reflects formal training in sewer pipeline assessment standards, and his NAWT certification supports the firm's pumping and wastewater service capabilities. As President, he is empowered to make immediate operational decisions, authorize crews, and resolve issues without escalation delay — a key advantage for the City of Montebello's after-hours and emergency needs.

Field Personnel

Mr. Rooter Plumbing maintains a roster of qualified journeyman and apprentice plumbers, supported by master plumbers as required by job scope. Service calls are normally staffed with a journeyman and apprentice team, in accordance with the City's stated preference in Section 5 of the RFP. All field personnel:

- Meet minimum qualifications for their classifications and are compensated at prevailing wage rates
- Wear company-marked uniforms and brightly colored traffic vests when working in the right-of-way
- Operate company vehicles displaying the Mr. Rooter Plumbing logo
- Are equipped with personal protective gear consistent with State Safety Regulations
- Are available for background checks as required by the City

5. Understanding of Scope of Work

Mr. Rooter Plumbing has reviewed the full scope of services outlined in Section 5 of RFP 26-12 and confirms our capability to deliver each element. Our understanding of the City's needs is summarized below.

Service Locations

We will provide plumbing services at all City-owned locations, including but not limited to administrative offices, park facilities, the senior center, library, museum, and jail.

Service Types

Our scope of work includes installations, routine maintenance, scheduled service calls, provision of supplies and materials, and 24/7 emergency response. Specific work types include drain unclogging; installation, maintenance, and repair of building plumbing systems; main domestic water supply and sewer line work; repair of faucets, flush valves, hot water heaters, and pumps; gas line repair, maintenance, and replacement; and drain line unstopping, repair, or replacement.

Response Times

Mr. Rooter Plumbing commits to the City's required response standards: **one (1) hour response for emergency service requests** and **two (2) hour response for routine service requests**, 24 hours a day, 7 days a week, 365 days a year. Our 15-to-20-vehicle fleet and direct-to-President dispatch model are specifically structured to support these response commitments.

Extra Work

For any work outside the routine scope — including underground sewer line replacement, drinking fountain installation, or sidewalk and asphalt removal needed to access repairs — Mr. Rooter Plumbing will prepare a written proposal for City review and will not commence such work without prior written authorization from the City of Montebello. All labor and material costs will be fully itemized in each written proposal.

Compliance and Safety

All work will be performed in accordance with the California Plumbing Code (Part 5, Title 24), the most current plumbing industry standards, applicable municipal ordinances, and all federal, state, and local laws. We will secure any required permits and obtain a City of Montebello Business License upon award. We will maintain a safe work environment, report any safety incidents or unsafe conditions to the Contract Administrator immediately, and

provide written incident reports within three (3) days when requested.

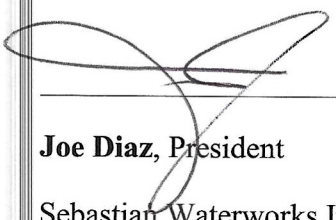
6. Conflict of Interest Statement

Sebastian Waterworks Inc., doing business as Mr. Rooter Plumbing, declares that it has no financial, business, or other relationship with the City of Montebello, its elected officials, officers, employees, or agents that would create an actual or apparent conflict of interest with respect to RFP No. 26 – 12 or the services contemplated thereunder.

The firm further covenants that it presently has no interest, direct or indirect, that would conflict in any manner with the performance of services under any resulting Professional Services Agreement, and that no person having any such interest will be employed in connection with this engagement.

Should any potential conflict of interest arise during the term of any resulting agreement, Mr. Rooter Plumbing will disclose it to the City of Montebello in writing without delay.

Certified by:



Joe Diaz, President

Sebastian Waterworks Inc. DBA Mr. Rooter Plumbing

Date: 6-3-26

7. Cost Proposal

Mr. Rooter Plumbing's complete Cost Proposal is provided in **Appendix B – Cost Proposal**, submitted as a separate attachment to this proposal. The Cost Proposal contains all pricing information relative to performing the scope of work described in this RFP, including:

- Hourly labor rates for Master Plumber, Journeyman, and Apprentice (business hours, overtime, and emergency/holiday)
- Hourly rates for video inspection services
- Hourly rates for hydro jetting sewer line services
- Materials markup percentage (40%) applied to actual wholesale costs

All rates are prevailing wage compliant. Should additional services beyond the listed categories be required, such work would be performed at the rates submitted in the Cost Proposal unless otherwise mutually agreed in a written addendum to the contract.

Appendix "B"

Cost Proposal

RFP No. 26 – 12 | On-Call Plumbing Services

Contractor Name: Sebastian Waterworks Inc. DBA Mr. Rooter Plumbing

Address: 221 W Pomona Blvd., Monterey Park, CA 91754

Contractor License #: 851276

Phone: 323-721-1243

Email: diazmrrooterplumbingsg@gmail.com

Department of Industrial Relations #1000023781

Labor: is the cost per hour for one non-supervisory or apprentice personnel including all associated costs at prevailing wage rates.

Supervisory: is the cost per hour for one supervisory or journeyman/master plumber personnel including all associated costs at prevailing wage rates.

Business Hours: The City's normal work hours are 7:30 a.m. to 5:30 p.m., Monday through Thursday.

Overtime: is the cost per hour over an 8-hour workday or 40-hour work week or for hours worked after 4:30 p.m.

Materials Markup: is the percentage added to the actual wholesale (no retail pricing will be accepted) cost of materials or special equipment rental. Proof of material costs will be required.

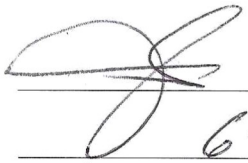
Emergency/Holiday: is the cost per hour for after-hours work with a two-hour minimum response time or services performed on any national holiday at prevailing wage rate.

Labor Only Items	Business Hours Rate	Overtime Hours Rate	Emergency/Holiday Rate
Labor/Hour – Master Plumber	$185.00 /hr	$277.50 /hr	$370.00 /hr
Labor/Hour – Journeyman	$165.00 /hr	$247.50 /hr	$330.00 /hr
Labor/Hour – Apprentice	$145.00 /hr	$217.50 /hr	$290.00 /hr

Labor and Equipment	Business Hours Rate	Overtime Hours Rate	Emergency/Holiday Rate
Hourly Rate Video Inspection	$225.00 /hr	$337.50 /hr	$450.00 /hr
Hourly Rate Hydro Jetting Sewer Lines	$250.00 /hr	$375.00 /hr	$500.00 /hr

Materials Markup: 40%

Authorized Representative: Joe Diaz

Signature: 

Date: 6-3-26

8. References

Complete reference information is provided in **Appendix C – References**, submitted as a separate attachment. A summary is provided below.

#	Agency	Contact	Term
1	City of Monterey Park	Beverly Garcia 626-307-1429	Dec 2006 – Present
2	LA County Internal Services Department	Larry Gallardo 562-940-2414	Dec 2006 – Present
3	Caltrans District 7	Chantal Jarrett 213-265-0419	Aug 2015 – Present

Appendix "C"

Reference Sheet

RFP 26 – 12 | On-Call Plumbing Services

Reference 1

Entity Name:	City of Monterey Park
Business Address:	751 S. Alhambra Ave., Monterey Park, CA 91754
Name of Contact:	Beverly Garcia
Title of Contact:	Management Analyst
Telephone Number of Contact:	626-307-1429
Email of Contact:	Not provided
Description of Project:	Provide on-call plumbing service to the City of Monterey Park. Repair and replace plumbing fixtures, pipes, hydro jetting, pump, maintenance of drain lines and sewer lines. Maintenance of toilets, sinks, and floor sinks.
Date of Service:	December 1, 2006 – Present

Reference 2

Entity Name:	Internal Services Department (Los Angeles County ISD)
Business Address:	9230 E. Imperial Hwy, Downey, CA 90242
Name of Contact:	Larry Gallardo
Title of Contact:	Plumbing Supervisor, District 4
Telephone Number of Contact:	562-940-2414
Email of Contact:	Not provided
Description of Project:	Emergency and on-call service. Preventative maintenance of all Los Angeles ISD facilities. Sewer drain cleaning, hydro jetting and plumbing repairs. Gas line, water line, sewer line, and storm drain repairs. CCTV sewer and storm drain inspections and grease trap pumping.
Date of Service:	December 1, 2006 – Present

Reference 3

Entity Name:	California Department of Transportation (Caltrans) – District 7
Business Address:	100 S. Main St., Los Angeles, CA 90012
Name of Contact:	Chantal Jarrett
Title of Contact:	Contract Manager
Telephone Number of Contact:	213-265-0419
Email of Contact:	Not provided
Description of Project:	Emergency, routine, and non-routine on-call plumbing services for Caltrans-owned Right of Way properties, primarily the Route 710 gap closure.
Date of Service:	August 24, 2015 – Present

9. Required Licenses and Certifications

Mr. Rooter Plumbing currently holds all required licenses and registrations to perform the services contemplated by RFP 26-12. Copies of all licenses and certificates will be provided upon request and prior to contract execution.

California Contractor Licenses:	License No. 851276, with the following active classifications: • **Class A** – General Engineering Contractor • **Class B** – General Building Contractor • **C-36** – Plumbing Contractor • **C-42** – Sanitation System Contractor
DIR Registration:	Public Works Contractor Registration #1000023781
Personnel Certifications:	NASSCO and NAWT (pumping)
Insurance:	Will meet or exceed all coverage requirements set forth in Section 11 of the RFP upon contract award (Commercial General Liability, Business Auto Liability, Workers' Compensation, Employer's Liability, and Professional Liability as applicable)
City of Montebello Business License:	Will be obtained upon award of contract

The breadth of these classifications is a direct benefit to the City of Montebello. While the RFP requires a Class A or C-36 license at minimum, Mr. Rooter Plumbing also holds the Class B (General Building) and C-42 (Sanitation System) classifications. This allows us to self-perform the full range of work contemplated under this contract — including building modifications required to access plumbing, underground sewer line replacement, sidewalk and asphalt removal for repairs, and full sanitation system work — without subcontracting to outside trades. The result for the City is faster turnaround, fewer coordination points, and a single accountable contractor for the entire scope of any job.

End of Proposal. Appendix B (Cost Proposal) and Appendix C (References) follow as separate attachments.

CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 851276

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 5/18/2026 11:37:10 AM

SEBASTIAN WATERWORKS INC
dba MR ROOTER PLUMBING

P O BOX 3735
MONTEBELLO, CA 90640
Business Phone Number:(323) 721-1243

Entity Corporation
Issue Date 12/14/2004
Expire Date **12/31/2026**

This license is current and active.

All information below should be reviewed.

- C36 - PLUMBING
- C42 - SANITATION SYSTEM
- A - GENERAL ENGINEERING
- B - GENERAL BUILDING

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.
Bond Number: 9066959
Bond Amount: $25,000
Effective Date: 01/01/2023
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual JOSEPH DIAZ certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 08/11/2025
BQI's Bond History

This license has workers compensation insurance with the NORGUARD INSURANCE COMPANY
Policy Number: SEWC596502
Effective Date: 07/01/2024
Expire Date: 07/01/2026
Workers' Compensation History

Workers' compensation classification code(s):
51831 - Plumbing-low wage

For a description of the workers' compensation classification code(s) listed for this licensee, contact the licensee's insurance carrier. Contact information for the licensee's insurer is available by clicking the insurer link above. Classification codes are also available on the Workers' Compensation Insurance Rating Bureau's classification search page.

The board does not verify or investigate the accuracy of classification codes displayed.

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1000023781 - SEBASTIAN WATERWORKS, INC.

Customer Account Lookup

PWCR

1000023781

Contractor Status

DIR Approved

CSLB

851276

Business Phone

3237211243

Ext

Registration Start Date

2025-07-01

Legal Entity Name

SEBASTIAN WATERWORKS, INC.

Doing Business As (DBA)

MR. ROOTER PLUMBING

Business Structure

-- None --

President

Joe Diaz

Email

mrrooter.diaz@gmail.com

Registration End Date

2028-06-30

Crafts

Plumber

Address

Mailing Address

221 W. POMONA BLVD.

Mailing Address - City

MONTEREY PARK

Mailing Address - State

CA

Mailing Address - Zip

91754

Mailing Address - Country

USA

Physical Address

221 W. POMONA BLVD.

Physical Address - City

MONTEREY PARK

Physical Address - State

CA

Physical Address - Zip

91754

Physical Address - Country

Related Lists

Registration Dates (8)

Terms & Conditions

Privacy Policy

Disclaimer

Nondiscrimination Notice

Accessibility

dir.ca.gov

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ITEM # 21

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 AGREEMENT NO. 4544 WITH ION SECURITY & FIRE SYSTEMS INC. FOR SECURITY AND FIRE ALARM MONITORING, MAINTENANCE, AND REPAIR SERVICES**

DATE: June 24, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Award Professional Services Agreement No. 4544 to Ion Security & Fire Systems Inc. for the provision of security and fire alarm monitoring, maintenance and repair services in an amount not-to-exceed $86,000 annually; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

These services will be funded through the City's applicable operation and maintenance budgets designated for facility maintenance, infrastructure repairs, and public works operations.

The agreement will be structured as routinely scheduled, as-needed repair services with compensation based on approved hourly labor rates, equipment rates, emergency response rates, and material markups as submitted in the contractor's Cost Proposal.

The total not-to-exceed annual contract amount for the agreement is $86,000. Funding has been incorporated into the Fiscal Year 2026-27 adopted budget. The initial agreement term is three years, through June 30, 2029. The agreement includes provisions to extend it by two, one-year terms. Subsequent fiscal year budgets will include sufficient appropriations to support ongoing services for the term of the agreement.

Should additional funding be required based on service demand or emergency response needs, staff will return to the City Council with a budget amendment recommendation.

BACKGROUND/DISCUSSION:

The City of Montebello is responsible for maintaining security and fire alarm systems at multiple City-owned facilities, including administrative buildings, community centers, parks facilities, and public safety structures. These systems are critical to ensuring life safety, property protection, operational continuity, and compliance with applicable fire and building codes.

On May 13, 2026, the City Council authorized issuance of Request for Proposals (RFP) No. 26-14 for Security and Fire Alarm Monitoring, Maintenance, and Repair Services. The RFP was subsequently released through the City's PlanetBids procurement system on May 14, 2026, seeking qualified contractors to provide comprehensive monitoring, maintenance, inspection, testing, repair, and support services for the City's fire alarm and security alarm systems.

The scope of work included, but was not limited to, 24-hour UL-listed central station monitoring of fire/life safety systems, monitoring and maintenance of security alarm systems, routine inspections and testing, as-needed repairs, system troubleshooting, upgrades, compliance-related modifications, and coordination with City staff for emergency response and facility access.

A mandatory site walk was conducted on May 19, 2026, and proposals were due on June 10, 2026. At the close of the solicitation period, the City received one proposal from ION Security & Fire Systems Inc. Staff reviewed the submission and determined that ION Security & Fire Systems Inc. is a responsive and responsible proposer that meets the qualifications, licensing, experience, and service requirements outlined in the RFP.

Although only one proposal was received, staff determined that the procurement process was competitive and publicly advertised in accordance with City purchasing requirements. The proposal submitted by ION Security & Fire Systems Inc. was evaluated based on the criteria established in the RFP, including qualifications and experience, reputation and references, and proposed fees. Staff also reviewed the firm's experience providing similar services for public agencies and verified its ability to meet the City's operational and emergency response requirements.

ENVIRONMENTAL:

N/A

ANALYSIS:

Awarding this agreement will ensure the continued reliability, monitoring, inspection, maintenance, and repair of critical life-safety and security systems throughout City facilities. Consolidating these services under a single contract will improve service

coordination, provide consistent maintenance standards, streamline contract administration, and enhance accountability for system performance. The agreement will also assist the City in maintaining compliance with National Fire Protection Association (NFPA 72) standards, City Fire Prevention requirements, and applicable state and local regulations.

Ion Security & Fire Systems Inc. has demonstrated the technical expertise and resources necessary to provide comprehensive monitoring and maintenance services that support the City's operational needs. The proposed contract structure will provide continuity of service, timely response to maintenance and repair requests, and proactive system support to help minimize service disruptions, reduce the risk of system failures, and protect City assets, employees, and the public.

Staff recommends awarding Agreement No. 4544 (Attachment A) to ION Security & Fire Systems Inc. for an initial term of three (3) years, with two (2) optional one-year extensions, for an annual amount not to exceed $86,000.

SUMMARY:

The City conducted a competitive procurement process for Security and Fire Alarm Monitoring, Maintenance, and Repair Services to ensure continued protection of City facilities and compliance with applicable safety regulations. Ion Security & Fire Systems Inc. submitted the sole proposal and was determined to be the only responsive and responsible proposer. Approval of Agreement No. 4544 (Attachment A) will provide the City with comprehensive monitoring, maintenance, inspection, repair, and support services for critical fire and security systems, ensuring reliable operation of essential life-safety infrastructure while supporting efficient and cost-effective City operations.

ATTACHMENT(S)

1. Attachment A - Agreement No. 4544 - Ion Seurity & Fire Systems, Inc.

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 4544 WITH ION SECURITY & FIRE SYSTEMS INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **July 1, 2026** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and ION SECURITY & FIRE SYSTEMS INC. (the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional contractor to provide security and fire alarm system monitoring, maintenance and repair services for City-owned facilities and infrastructure.

WHEREAS, the CONTRACTOR represents that it is fully qualified to perform such services by virtue of its experience, training, licensing, and expertise, including possession of a valid California C-10 Electrical Contractor's License;

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

a. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. RFP No. 26-14, attached hereto as **Exhibit "A"**.
3. The CONTRACTOR'S Proposal to RFP 26-14, attached hereto as **Exhibit "B"**.
4. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

b. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

a. The CONTRACTOR shall provide to the CITY those services that are set forth fully in RFP 26-14 and the Contractor's Proposal, attached hereto as **Exhibit "A" and Exhibit "B"** and incorporated fully herein by this reference (hereinafter "Professional Services").

b. The 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. The CONTRACTOR shall be compensated in an annual amount not-to-exceed **Eighty-Six Thousand Dollars ($86,000)** (the "Compensation") for the performance of the Professional Services as set forth in **Exhibit "A".** CONTRACTOR shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONTRACTOR shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

d. The CITY shall be invoiced upon completion of the Scope of Services set forth herein. Payment in full of each invoice shall be due to the CONTRACTOR within thirty (30) days from the date of the invoice.

e. Work performed shall be deemed approved and accepted by the CITY upon invoicing unless the CITY provides written notice within fifteen (15) days of the invoice date specifically identifying the portions of the work the CITY believes to be incomplete or defective, and the corresponding disputed invoice amount(s). The CITY shall pay all undisputed amounts in accordance with the preceding paragraph.

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 **June 30, 2029** 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 CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

b. The CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Contractor hereunder, in meeting its obligations under this Agreement.

c. The CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. The CONTRACTOR shall have the right to retain, subject to the CITY's approval, additional individuals, 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 the CONTRACTOR.

e. The CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONTRACTOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

a. The CONTRACTOR hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The 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 the CONTRACTOR.

b. All data, documents, discussion, or other information developed or received by the CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONTRACTOR without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONTRACTOR agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by the CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by the CITY's City Manager (the "City Manager").

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONTRACTOR and shall be the CITY's agent with respect to obtaining the CONTRACTOR's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval 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 CONTRACTOR which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONTRACTOR, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONTRACTOR. The CONTRACTOR and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to the CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONTRACTOR the part of Compensation which would otherwise be payable to the CONTRACTOR for services the CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONTRACTOR shall be reimbursed for any "non-refundable" costs that the CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that the CONTRACTOR provides the CITY with adequate proof that the CONTRACTOR incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONTRACTOR for its performance of services under this Agreement. The CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by the CONTRACTOR during the term of this Agreement.

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of the CITY shall be personally liable to the CONTRACTOR in the event of any default or breach by the CITY, or for any amount which may become due to the CONTRACTOR.

SECTION 11. INDEPENDENT CONTRACTOR.

a. The CONTRACTOR is and shall, at all times, remain as to the CITY a wholly independent contractor. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONTRACTOR except as expressly set forth in this Agreement. The CONTRACTOR shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONTRACTOR for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONTRACTOR, the CONTRACTOR's employees or the CONTRACTOR's subcontractors for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. The CITY shall not deduct from the Compensation paid to the CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONTRACTOR. The CITY shall have no responsibility to provide the CONTRACTOR, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONTRACTOR is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONTRACTOR must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONTRACTOR. If this Agreement remains in place, the CONTRACTOR shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the CONTRACTOR or any employee, agent, or subcontractor of the CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONTRACTOR shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

The CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONTRACTOR to comply with this section.

SECTION 14. INDEMNIFICATION.

The CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of the CONTRACTOR's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

a. During the term of this Agreement, the CONTRACTOR shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to

property that may arise from or in connection with CONTRACTOR's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than $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.

b. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

c. The CONTACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

d. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONTRACTOR's expense, the premium thereon.

f. **Evidence of Insurance prior to commencement**. The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Principal Risk Officer
1600 West Beverly Boulevard
Montebello, CA 90640
Email: COI@montebelloca.gov

Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

g. **Evidence of Insurance during the entire term of the Agreement**. At all times during the term of this Agreement, the CONTRACTOR shall maintain on file with the CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. The CONTRACTOR shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

h. The CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

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 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.

j. The insurance provided by the CONTRACTOR shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents, or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

k. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONTRACTOR, and CONTRACTOR's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. The CONTRACTOR 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 CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to the CITY, or the CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

m. Procurement of insurance by the CONTRACTOR shall not be construed as a limitation of the CONTRACTOR'S liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONTRACTOR shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-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 the CONTRACTOR and shall not bind or purport to bind the CITY and shall not release the CONTRACTOR from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-contractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the CONTRACTOR under the Agreement.

SECTION 17. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition, or covenant hereof.

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY: City of Montebello
Attn: Raul Alvarez, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200

If to Contractor: ION Security & Fire Systems Inc.
Attn: Michael A Oliande Jr.
P.O. Box 4072
Diamond Bar, CA 91765
(626) 497-0989
Mike@ionsecure.com

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. The 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.

The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

The CONTRACTOR covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by the CONTRACTOR. The CONTRACTOR's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[**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")	("CONTRACTOR")
CITY OF MONTEBELLO	**ION SECURITY & FIRE SYSTEMS INC.**
Raul Alvarez, City Manager	Michael A Oliande Jr., Owner

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Request for Proposals 26-14
- Exhibit B – Contractor's Proposal

EXHIBIT 'A'
REQUEST FOR PROPOSAL 26-14

CITY OF MONTEBELLO

Request for Proposals

RFP No. 26-14

Security and Fire Alarm Monitoring, Maintenance, and Repair

Release Date: Thursday, May 14, 2026

Mandatory Site Walk: Tuesday, May 19, 2026, at 9:00 a.m. PDT (City Hall Lobby)

Question & Answers Due: Tuesday, May 26, 2026, at 11:00 a.m. PDT

Responses to Question & Answers: Thursday, May 28, 2026, at 12:00 p.m. PDT

Due Date: Wednesday, June 10, 2026, at 11:00 a.m. PDT

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TO PROSPECTIVE PROPOSERS

The City of Montebello ("City") invites proposal submissions under this Request for Proposals ("RFP"). The City will evaluate responses to this solicitation to determine qualifications. Submissions must adhere to the format and content described. Only proposals that adhere to the requirements will be evaluated. The information set forth is the minimum required to qualify for consideration. The successful Proposer will be required to enter into a Professional Services Agreement based on the specifications outlined in this RFP.

DATE OF SOLICITATION

May 14, 2026

PROJECT

Security and Fire Alarm Monitoring, Maintenance, and Repair

PROPOSAL OWNER

City of Montebello – Public Works Department
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: James Coiner, Deputy Director of Public Works
Contact Phone: (323) 887-1200
Contact E-Mail: jcoiner@montebelloca.gov

PROPOSAL CONTACT

City of Montebello – Public Works Department
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Vanessa Ramos, Administrative Manager
Contact Phone: (323) 887-1200
Contact E-Mail: varamos@montebelloca.gov

Any questions about this RFP should be submitted via the City's PlanetBids Portal by Tuesday, May 26, 2026, at 11:00 a.m. PST. Prospective Contractors must register their business with PlanetBids before being able to view or submit a response. To access the City's PlanetBids Portal, please go to:

https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839

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1.0 Notice Inviting Proposals

The City of Montebello (the "City") is seeking proposals from qualified contractors or firms to provide security and fire alarm monitoring, maintenance, and repair services at various City-owned facilities. This initiative aims to ensure that all alarm systems are properly maintained, fully operational, and compliant with applicable safety standards, including NFPA 72 and City Fire Prevention Standards. The selected contractor will assist the City in maintaining reliable fire life safety and security systems.

To view the complete RFP package, please visit:

https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839

Prospective contractors must register with PlanetBids before being able to view or submit a response.

Questions must be submitted by Tuesday**, May 26, 2026, at 11:00 a.m. PST.**

**********QUESTIONS MUST BE SUBMITTED VIA PLANETBIDS********

Proposals must be submitted via PlanetBids by **Wednesday, June 10, 2026, at 11:00 a.m. PST.**

Responses will be evaluated to determine the contractor that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described. The City reserves the right to accept or reject any and all proposals.

2.0 Introduction

The City of Montebello invites qualified contractors to submit proposals for professional services to provide security and fire alarm monitoring, maintenance, and repair services. The selected contractor will perform system monitoring, routine maintenance, inspections, repairs, and installation of security alarm systems where needed. The contractor will ensure all work is performed in compliance with City standards, NFPA 72 requirements, and applicable federal, state, and local regulations, while coordinating with City staff to ensure minimal disruption to operations.

About the City of Montebello

Montebello ("beautiful mountain" in Spanish and Italian) is a city in the County of Los Angeles. Founded in 1899 and incorporated in 1920, the City is an 8.37 square mile General Law City located approximately 11 miles east of Downtown Los Angeles. Currently, the City has a population of approximately 63,000 residents. It hosts a mix of various industries that represent the business diversity of the County of Los Angeles. It is a full-service City that provides a long list of services, employing approximately 600 full-time and part-time employees in public safety, transit, and non-safety functions.

3.0 Timeline

- Release RFP — Thursday, May 14, 2026
- Mandatory Site Walk — Tuesday, May 19, 2026, 9:00 a.m. PST
- Online Q&A Deadline — Tuesday, May 26, 2026,11 a.m. PST
- Responses to Q&A Deadline — Thursday, May 28, 2026, 12:00 p.m. PST
- Deadline to Submit Responses — Wednesday, June 10, 2026 at 11 a.m. PST
- City Review of Submissions — Thursday, June 11, 2026
- Notifications Sent to Contractors — Thursday, June 25, 2026
- Award — Wednesday, June 24, 2026

4.0 Purpose

The purpose of this solicitation is to identify a highly qualified Contractor to provide security and fire alarm monitoring, maintenance, and repair services. The City is seeking proposals from qualified contractors to ensure all alarm systems are properly maintained, compliant, and fully operational across City facilities. The City is committed to maintaining safe and reliable fire life safety and security systems. This project will ensure proper monitoring, timely repairs, and routine maintenance of alarm systems to meet applicable regulatory requirements and industry standards.

5.0 Scope of Work/Services

The selected contractor, working under the direction of staff from the City's Public Works Department, will bring the necessary expertise to provide on-call citywide fire alarm system inspection, testing, maintenance, repair, and monitoring services. The contractor will ensure all work is performed in compliance with City standards, approved plans, and applicable federal, state, and local fire and life safety codes and regulations.

The Scope of Services shall include, but is not limited to, performing the following tasks:

1. Kick-Off Meeting and Ongoing Project Management

- Conduct an initial meeting with key City staff to review project goals, schedules, system inventories, and requirements, and to address any questions or special needs.
- Schedule and hold regular progress meetings with City staff to monitor ongoing work, discuss upcoming tasks, and ensure coordination with other City operations.

2. Coordination and Communication

- Coordinate with City staff to schedule inspections, testing, and maintenance activities in a manner that minimizes disruption to City operations and building occupants.
- Provide advance notice to affected facilities and personnel regarding planned work, system testing, or temporary impairments.
- Prepare and submit any required notices, reports, or documentation to City staff for review and approval prior to implementation.

3. Fire Alarm Inspection, Testing, and Maintenance Services

- Perform routine inspection, testing, and preventative maintenance of fire alarm systems in accordance with applicable codes (e.g., NFPA 72) and manufacturer recommendations.
- Inspect and test all system components, including but not limited to control panels, initiating devices (smoke detectors, pull stations), notification appliances (horns, strobes), communication devices, and power supplies.
- Provide battery testing and replacement, sensitivity testing of detectors, and verification of system functionality.
- Maintain accurate records of all inspections, testing results, and maintenance activities.

4. Repair and Emergency Services

- Diagnose and repair system deficiencies, malfunctions, or failures identified during inspections or reported by the City.
- Provide on-call and emergency response services, with timely response to system failures or urgent issues.
- Replace defective or obsolete components with compatible and code-compliant equipment.
- Coordinate with City staff prior to performing any major repairs or replacements.

5. Quality Assurance and Compliance

- Ensure all work meets City standards, approved plans, and applicable federal, state, and local fire and life safety regulations.
- Maintain compliance with all applicable codes, including but not limited to NFPA standards, California Fire Code, and local ordinances.
- Document completed work with inspection reports, deficiency logs, and corrective action summaries as required by the City.

6. Reporting and Documentation

- Provide detailed records of work performed, including system locations, inspection results, deficiencies identified, and corrective actions taken, in a format acceptable to the City.
- Submit itemized monthly billing and service reports aligned with the approved cost proposal.
- Maintain documentation required for regulatory compliance and audits.

7. Coordination for City Inspections

- Coordinate with City staff and fire authorities for periodic inspections and compliance reviews.
- Address any deficiencies or corrective actions identified by City staff or regulatory agencies in a timely manner.

8. Project Closeout

- Ensure all work areas are properly cleaned and restored following service or repair activities.
- Provide final reports documenting completed work, system status, and any outstanding recommendations for system improvements or upgrades.

6.0 Contractor Qualifications

The selected contractor must have the following minimum qualifications:

- A skilled and professional team, with clearly defined roles and responsibilities, capable of delivering high-quality fire alarm system services.

- Demonstrated experience in fire alarm system inspection, testing, maintenance, repair, and monitoring services for facilities similar in size and complexity to those owned by the City.

- Possession of a valid and current State of California contractor's license appropriate for fire alarm system work (e.g., C-10 Electrical Contractor license or equivalent).

- Relevant certifications for personnel performing the work, such as NICET (National Institute for Certification in Engineering Technologies) certification in fire alarm systems or equivalent qualifications.

- Demonstrated knowledge of applicable federal, state, and local codes and regulations, including but not limited to NFPA 72 (National Fire Alarm and Signaling Code), California Fire Code, and other applicable standards.

- Significant experience working with public agencies or local government entities.

- Demonstrated ability to prepare and maintain accurate inspection reports, testing documentation, and compliance records.

- Proven record of completing tasks and projects on-time and within budget.

- Ability to provide on-call and emergency response services, including timely response to system failures or urgent service requests.

- Flexibility in adapting to meet the needs of the City and its facilities.

Background Check
Contractor representatives working on-site and in some remote capacities will be required to undergo a background check conducted by the City.

7.0 Proposal submittal
Please review Appendix A - Proposal Format and Content, attached hereto and incorporated herein by this reference, for specific details regarding the information that

needs to be included in your submission. Failure to provide all requested information may be considered “non-responsive” and rejected.

Responses to this RFP must be submitted electronically via the City’s PlanetBids Portal by the deadline. Any responses transmitted and/or time-stamped after the deadline will not be accepted. Contractors planning to submit responses to this request are highly encouraged to submit all documentation before the deadline to avoid technical difficulties/errors.

8.0 Evaluation Criteria

The City will establish an evaluation committee to review and rate each proposal. The proposal evaluation process will be conducted using a multi-step method which will include the following steps:

A. **Preliminary Proposal Review** - The evaluation committee will review each submission to ensure adherence to the minimum/proposal format requirements.

B. **Proposal Evaluation** - In the second part of this process, the evaluation committee will review and rate proposals using a combined score based on the following:

i. Qualifications as they relate to this RFP - 65%
   a. Thoroughness and understanding of the tasks to be completed
   b. Background and experience
   c. Knowledge of the City of Montebello
   d. Experience of personnel assigned to the work
   e. Communication Skills
   f. Interview, if required

ii. Reputation for integrity and competence – 15%
   a. Positive Reference Checks
   b. Work Samples

iii. Proposed fees for services – 20%

The City reserves the right to request and obtain, from one or more proposers, supplementary information as may be necessary for the City to analyze the proposal pursuant to selection criteria. Upon completion of the evaluation phase, the City may select those Contractors for interviews whose proposals and qualifications most closely conform to the requirements of this RFP and provide the best value to the City.

9.0 Protest Procedures

Proposal Protest Procedures (Before Proposal Opening)

A protest filed before the proposal opening must be filed in writing or by email no later than ten (10) working days before opening. The most common types of protest that might be filed before a proposal opening include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal opening.

When a protest is filed before a scheduled proposal opening, certain steps must be followed:

A. The protest must be submitted in writing within the specified time frame (no later than ten (10) working days prior to a proposal opening). All protests must be filed with the Director of Finance for determination. Protest must be submitted to the Director of Finance by mail or e-mail within the specified time frame. Protests can be sent to:

   Mail:
   Michael Solorza, Director of Finance
   City of Montebello
   Attn: Department of Finance
   1600 W. Beverly Blvd
   Montebello, CA 90640

   or

   E-mail:
   msolorza@montebelloca.gov

B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.

C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.

D. All potential proposers will be advised of a pending protest.

E. The City shall not open proposals prior to the resolution of the protest unless it is determined that:

- The items to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make a prompt award will otherwise cause undue harm to the City.

The City will respond in writing within ten (10) working days after receipt of a properly filed protest. The Director of Finance will respond and include a response to each substantive issue raised in the protest.

After the exhaustion of administrative remedies, the protesting party will be given the City's final decision. The Director of Finance has the authority to decide on all protests.

Proposal Protest Procedures (After Proposal Opening/Post Award)
A protest filed after a proposal deadline must be filed within three (3) working days after the proposal deadline/due date. The City will grant the protesting Contractor a fair review and shall have up to ten (10) working days to review the protest and render its decision.

10.0 Execution of Agreement
The resulting agreement (see attached sample) shall be signed by the successful Contractor and returned within the required insurance within ten (10) business days after the City has provided written notice that the Contractor has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall cause, at the City's option, for annulment of the award. Please review the insurance requirements and indemnification clause in the attached sample agreement.

Should the successful Contractor decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation.

11.0 Insurance
The Contractor selected must meet the following minimum insurance requirements upon execution of the City's Professional Services Agreement:

A. **Commercial General Liability**
Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury with limits no less than $1,000,000 per occurrence and $2,000,000 aggregate.

If requested, the "City of Montebello, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to the Insurance Services Office, Inc. Form CG 20 10 11 85 of CG 20 26 1185.

B. **Business Automobile Liability**
For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form CA 00 01 covering, Code 1 (any auto), or if the Contractor has not owned autos, Code 8 (hired) and 9 (non-owned) with a limit no less than $1,000,000 per accident for bodily injury and property damage.

If an automobile is not necessary to perform services, the Firm must submit a written request for a waiver of this requirement.

C. **Professional Liability or Errors and Omissions**
Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the Contractor to provide professional liability or errors and omissions liability insurance in an amount not less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability.

D. **Workers' Compensation and Employer's Liability**
Workers' compensation as required by the California Labor Code and Employer's Liability in an amount not less than $1,000,000 per accident for bodily injury or disease.

Required Insurance Documentation

Certificate of Insurance
The Certificate Holder must be listed as follows:
City of Montebello

1600 West Beverly Boulevard
Montebello, CA 90640

Endorsements (if requested)
In addition to the Certificate of Insurance, the Contractor must provide the following endorsements:

Additional insured endorsements to the general liability and auto liability* insurance policies. The "City of Montebello, its officials, employees, and agents" must be endorsed to the Contractor's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

Cancellation notice endorsements. Each policy must be endorsed to certify that it will not be canceled or non-renewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation due to nonpayment of premium is acceptable).

Primary, non-contributory coverage endorsements. The general liability and professional liability (if required) policies must be endorsed to provide that each policy shall apply on a primary, non-contributing basis with any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees, and agents.

Waiver and Modifications of Insurance Requirements
To the extent permitted by law, the City may modify these insurance requirements at any time and at its sole discretion.

In general, any contract deemed sole source, professional/professional services, involves the disclosure of proprietary information, and/or a public works project may require revisions to the City's standard insurance requirements. Any revisions to the insurance requirements will be identified within the associated service contract terms and conditions.

Contractors may request a waiver or modification of these insurance requirements. Waiver or modification requests must be submitted in writing. The request should state the specific insurance requirement that is being considered for waiver or modification and provide a brief explanation for the request. Requests will be reviewed on a case-by-

case basis, and the decision will ultimately depend on the scope of services. The final decision to approve or deny a request will be at the City's legal authority and/or an authorized designee's discretion.

12.0 Use of Federal Funds

The project is funded through a Sustainable Communities Grants from Caltrans which requires compliance with certain federal regulations. The United States Federal Government requires purchases of items and services to meet specific standards when using Federal funds, including grants, cooperative agreements, contracts, and Federal funds "passed-through" to the City from a non-Federal entity (i.e., sub-recipient agreements). These requirements are codified under the Code of Federal Regulation's (CFR) Title 2, Subtitle A, Chapter II, Part 200 (also referred to as "2 CFR 200" or "Uniform Guidance") and the Federal Acquisition Regulations (FAR), as applicable.

The following standards apply to all purchases of items and services using Federal funds:

- Transactions shall be conducted lawfully and ethically
- Unnecessary/duplicative purchases are not permitted
- Utilizing a Contractor or supplier on the U.S. Federal Government's Debarred and Suspended List (available at SAM.gov) is prohibited
- All individuals involved in the expenditure of federal monies must avoid any actual or apparent conflict of interest
- Procurement transactions must be conducted in a manner providing full and open competition
- Opportunities should be provided to minority businesses, women's business enterprises, and labor surplus area firms when possible
- Contracts and purchase orders should include the contract provisions required by 2 CFR 200 Appendix A
- Purchases of goods and services must include documentation detailing the procurement history

In addition to Federal standards, purchases must adhere to applicable local policies and procedures as defined in Montebello Municipal Code Chapters 3.20 and 3.21 and any relevant administrative policies. The most restrictive terms prevail when a conflict is present.

13.0 Non-Commitment of City

While the City intends to select a Contractor through this process, this intention is

subject to change at any time during the process. The City does not commit to awarding an agreement, paying any costs incurred in preparing the proposal for this request, and/or procuring or contracting any items or services.

14.0 Labor Requirements

A. **Background:** All personnel engaged in the performance of this work shall be employees of the Contractor and, as such, shall be warranted to possess sufficient experience and reliability to perform this work.

B. **Health:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Contractor allow the use of or presence of alcohol or drugs on the premises or in the building.

C. **Non-Discrimination:** The Contractor shall not engage in discrimination in the employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex, or religion of such persons.

D. **Conduct:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the work properly and acceptably or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.

15.0 Records

The Contractor agrees to permit the City Manager or designee access to records, reports, files, and other papers or property of the Contractor to audit any performance aspect under this agreement.

16.0 Subcontractors

The Contractor shall be responsible for all work performed under the final agreement and shall keep all work under his control. No portion of the work may be subcontracted without the prior written consent of the City. All subcontractors used on this work shall be under the direct supervision of the Contractor and shall be considered as their employees. Any approved subcontractors must provide insurance indemnifying the City with limits at or exceeding the limits of the Contractor's insurance.

17.0 Modifications/Changes
Changes in the areas serviced and/or specifications may be necessary during the agreement term. Changes in the agreement's requirements and corresponding changes in compensation may be implemented upon mutual understanding between the City and the Contractor. These changes will be processed by the City Manager.

18.0 Disclosure of Information

A. The Contractor agrees that it will not during or after the term of the agreement, disclose any proprietary information or confidential business information of the City, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, Contractor, corporation, association, or other entity or the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information received by the Contractor shall be used exclusively in connection with the performance of services.

B. The Contractor shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Contractor hereunder or mentioning or implying the name of the City or its respective personnel without the prior written consent of the City.

19.0 Ex-Parte Communications
Contractor and Contractor representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about this RFP. This requirement also includes any evaluation panel member, except for designated RFP facilitators. This requirement remains in effect until after award notifications have been made.

This restriction does not prohibit Contractors and their representatives from making oral statements or presentations to City representatives during a scheduled public meeting.

20.0 City of Montebello Rights
At its discretion, the City reserves the right to:

A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:

i. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
ii. The Contractor, in the sole judgment of the City, lacks the qualifications,

experience, and/or responsibility necessary to provide the services.

iii. The Contractor failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.

B. 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;

C. Accept all or any part of a proposal;

D. Cancel the entire RFP;

E. Issue subsequent RFPs; or

F. Waive any errors or informalities in any proposal to the extent law permits.

Please review:

Appendix A – Proposal Content and Format

Appendix B – Cost Proposal

Appendix C – Reference Sheet

Appendix D – Security System Details

Appendix E – Current Fire Alarm Panel Information

Appendix F – Sample PSA

Appendix "A"

Proposal Content and Format

Proposal Content

The contractor shall be responsible for preparing a compelling, clear, and concise proposal. The City is requesting landscape maintenance services, which contains at a minimum the following information:

1. **Letter of Interest -** Please include a letter expressing your interest in being considered for the project. Include a statement regarding the vendor's availability to dedicate time, personnel, and resources to this effort. The letter of interest must include a commitment to the availability of the vendor and all key project staff during the planning period and a proposed schedule designed to meet the City's needs for the project.

2. **Project Understanding and Approach** - Please include a statement demonstrating your understanding of the proposed project. Describe your general approach to completing the project successfully, methodologies and technologies you would employ, key milestones and processes you would employ. Describe what information you would expect the City to supply.

3. **Relevant Experience** - Please include information describing your experience providing similar services for public agencies. Provide a minimum of three (3) specific examples of relevant experience. At a minimum, the contractor should provide a list of the most recent contracts (i.e., completed within the last five (5) years is preferred, but samples outside of this timeframe will be accepted if relevant) for which the contractor has performed similar services of similar size, scope, and complexity.

   Using Appendix C – References, please provide details regarding each reference. This should include the name, contact person, address, phone number, and e-mail address of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance. The City may contact the individual listed at its discretion. Resumes may also be included in this section for any key staff associated with project.

4. **Proposed Scope of Services** - Please provide a proposed Scope of Services, based on the Scope of Work contained in this RFP; and discuss any ideas for modifying, clarifying, or improving the City's proposed scope of work. Provide a realistic working schedule with key deliverables, milestones, and tasks.

5. **Conflict of Interest Statement –** The contractor shall disclose any financial, business, or other relationship with the City that may have an impact upon the selection process. If the vendor does not have any such conflicts, a statement declaring such should be included in their submission.

6. **Cost Proposal –** Cost proposal should include the following:

   Total All-Inclusive Not-To-Exceed Maximum Price: The cost proposal should contain all pricing information relative to performing the scope of work as described in this RFP. The total all-inclusive maximum not-to-exceed price is to contain all direct and indirect costs, including all out-of-pocket expenses.

   Rates for Additional Services: If it should become necessary for the City to request the successful vendor to render additional services to either supplement services requested in this RFP or to perform any additional work as a result of the specific recommendations included in any report issued resulting from this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City and the contractor. Any such additional work would be performed at the same rates submitted in the dollar cost bid unless otherwise noted in the proposal.

All proposals must be submitted using the PlanetBids Portal by Wednesday, June 10, 2026, at 11:00 AM PDT. It is highly encouraged that proposals are submitted ahead of the deadline to avoid any technical difficulties that might be encountered while using the portal.

Proposal Format

To facilitate the evaluation process, all responses are required to adhere to the following format requirements. The City strongly encourages respondents to thoroughly review their proposals prior to submission to ensure they adhere to the requirements. If the proposal is not formatted or does not include all the listed items/sections, it may be deemed non-responsive.

Responses shall not exceed thirty (30) pages when printed on 8-½ -inch by 11-inch paper. Font Times New Roman Font (preferred), 12pt font size. The thirty (30) page-requirement does **not** include cover letter/letter of transmittal, or any items included as additional attachments. Proposals should also include the following:

1. Title Page showing the request for proposals subject; the vendor's name; the name, address, email and telephone number of the contact person; and the date of the proposal.

2. Table of Contents identifying the items/section listed in the "Proposal Content and Format" section of this RFP.

3. Detailed proposal following the order set forth in the "Proposal Content and Format" of this RFP.

Appendix "B"
Cost Proposal RFP No. 26-14
Security and Fire Alarm Monitoring, Maintenance, and Repair

City Facility	Current Fire Alarm	Needs Security System	Year 1 Annual Cost	Year 2 Annual Cost	Year 3 Annual Cost
City Hall	X	X	$	$	$
Acuna Park Office	X	X	$	$	$
City Park Cabin		X	$	$	$
Cathy Hensel Youth Center	X	X	$	$	$
George Hensel Aquatic Center		X	$	$	$
Senior Center North Wing	X	X	$	$	$
Senior Center South Wing	(same system as above)	X	$	$	$
Bicknell Scout House		X	$	$	$
Grant Rea Park Rec Building		X	$	$	$
Grant Rea Park Community Center Building		X	$	$	$
Holifield Park Community Room	X	X	$	$	$
Holifield Park Resource Center		X	$	$	$
Potrero Heights Rec Building		X	$	$	$

Reggie Rodriguez Park Community Room	X	X	$	$	$
Sanchez Adobe Museum		X	$	$	$
Transit Department	X	X	$	$	$
Police Department	X		$	$	$
Public Works Corporate Yard	X	X	$	$	$
Fire Station 56	X		$	$	$
Taylor Ranch Barn		X	$	$	$

TOTAL:

_____

Year 1 Annual Cost Year 2 Annual Cost Year 3 Annual Cost

Security and Fire Alarm Monitoring, Maintenance, and Repair

As-Needed Services Cost Proposal

Service Type	Fixed Hourly Rate
Repair Work to City Owned Fire System	$ /hour
Installation Rate for New Equipment	$ /hour
Material Markup	%

Fuel, travel, or any other miscellaneous costs will not be reimbursed. Materials Markup is the percent added to the actual wholesale (no retail pricing will be accepted) cost of materials or special equipment rental. Proof of material costs will be required.

For this quotation to be valid, this sheet must be signed.

_____ _____

Company Name Representative's Name

_____ _____

Signature Date

Appendix "C"

Reference Sheet

Security and Fire Alarm Monitoring, Maintenance, and Repair

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact_____

Email of Contact _____

Description of Project_____

Date of Service_____

"Appendix D"
Security System Details

The City of Montebello is seeking to install security systems at various City facilities. The City is seeking Napco Starlink wireless security system or equal alternative with remote capabilities, keypads, motion sensors, window sensors, and door entry sensors. The chart below details the equipment needed at each location.

City Facility	Panels	Door Entry Sensors	Motion Sensors	Glass Sensors
City Hall 1600 W Beverly Blvd.	2	6	6	4
Acuna Park Office 1700 W Victoria Ave.	1	5	4	0
City Park Cabin 1301 W Whittier Blvd.	1	1	1	0
Cathy Hensel Youth Center 115 S Taylor Ave.	2	10	4	2
George Hensel Aquatic Center 1300 W Olympic Blvd.	1	4	6	0
Senior Center North Wing 115 S Taylor Ave.	2	6	4	0
Senior Center South Wing 115 S Taylor Ave.	1	6	4	0
Bicknell Scout House 901 Bella Verde Dr.	1	2	1	0

Grant Rea Park Rec Building 600 Rea Dr.	1	2	1	0
Grant Rea Park Community Center Building 600 Rea Dr.	2	2	1	0
Holifield Park Community Room 1134 Greenwood Ave.	1	3	4	2
Holifield Park Resource Center 1134 Greenwood Ave.	1	1	1	0
Potrero Heights Rec Building 8051 Arroyo Dr.	1	2	2	0
Reggie Rodriguez Park Community Room 200 W Mines Ave.	2	5	6	0
Sanchez Adobe Museum 946 N Adobe Ave.	1	7	2	0
Transit Department 400 S Taylor Ave.	2	14	14	4
Public Works Corporate Yard 311 S Greenwood Ave.	1	3	2	2
Taylor Ranch Barn 737 N Montebello Blvd.	1	1	1	0

"Appendix E"
Current Fire Alarm Panel Information

City Facility	Product	Manufacturer	Model #
City Hall 1600 W Beverly Blvd.	Silent Night	Honeywell	SK-5208
Acuna Park Office 1700 W Victoria Ave.	Silent Night	Honeywell	5808
Cathy Hensel Youth Center 115 S Taylor Ave.	Notifier	Pittway Corporation	AFP-200
Senior Center 115 S Taylor Ave.	Notifier	Pittway Corporation	AFP-200
Holifield Park Community Room 1134 Greenwood Ave.	Silent Night	Honeywell	5700
Reggie Rodriguez Park Community Room 200 W Mines Ave.	Silent Night	Honeywell	SK-5208
Transit Department 400 S Taylor Ave.	Fire-Lite	Honeywell	MS-10UD
Police Department 1600 W Beverly Blvd.	Notifier	Pittway Corporation	----------
Fire Station 56 1166 S Greenwood Ave.	----------	FCI	FC-72
Public Works Corporate Yard 311 S Greenwood Ave.	Silent Night	Honeywell	----------
Golf Cart Room/Pro Shop 88 Topgolf Dr.	----------	----------	----------

Appendix “F”

Sample PSA

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. _____
WITH CONSULTANT NAME

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **_____, 202X** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and Consultant Name (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide Public Records Request Software services in the CITY; and

WHEREAS, the CONSULTANT represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

a. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. Proposal referenced and Best Final Offer received by the successful proposer.
3. All other documents, including but not limited to all applicable bonds, insurance certificates, notices, schedules, forms, certifications, and affidavits.

b. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

a. All terms, conditions, requirements, and provisions of the Request for Proposals for _____ in the City of Montebello (insert date issued) ("Request for Proposals"), as such is set forth fully in **Exhibit "A**" hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

b. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide _____ services as set forth fully in the Request for Proposals, as such is set forth fully in **Exhibit "A**" hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

c. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall no incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire three (3) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2) one-year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by CITY's applicable, department head.

SECTION 4. PERFORMANCE.

a. The CONSULTANT shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

b. The CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Consultant hereunder, in meeting its obligations under this Agreement.

c. The CONSULTANT shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. The CONSULTANT shall have the right to retain, subject to the CITY's approval, additional individuals, consultants or subconsultants to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subconsultants shall be the sole and exclusive responsibility of the CONSULTANT.

e. The CONSULTANT shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONSULTANT pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONSULTANT.

b. All data, documents, discussion, or other information developed or received by the CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONSULTANT without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONSULTANT agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by the CONSULTANT under this Agreement unless such extra services first shall have been duly authorized in writing by the CITY's City Manager (the "City Manager").

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONSULTANT and shall be the CITY's agent with respect to obtaining the CONSULTANT's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 8. TERMINATION.

In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the CONSULTANT which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONSULTANT, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONSULTANT. The CONSULTANT and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONSULTANT shall only be entitled to

the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (10) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by the CONSULTANT during the term of this Agreement.

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of the CITY shall be personally liable to the CONSULTANT in the event of any default or breach by the CITY, or for any amount which may become due to the CONSULTANT.

SECTION 11. INDEPENDENT CONSULTANT.

a. The CONSULTANT is and shall, at all times, remain as to the CITY a wholly independent consultant. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONSULTANT for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONSULTANT, the CONSULTANT's employees or the CONSULTANT's subconsultants for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. The CITY shall not deduct from the Compensation paid to the

CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONSULTANT. The CITY shall have no responsibility to provide the CONSULTANT, its employees or subconsultants with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONSULTANT is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONSULTANT must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONSULTANT. If this Agreement remains in place, the CONSULTANT shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the CONSULTANT or any employee, agent, or subconsultant of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

The CONSULTANT shall at all times observe and comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this section.

SECTION 14. INDEMNIFICATION.

The CONSULTANT agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed

boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of the CONSULTANT's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

a. During the term of this Agreement, the CONSULTANT shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONSULTANT's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

b. If the CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

c. The CONTACTOR shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

d. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONSULTANT's expense, the premium thereon.

f. **Evidence of Insurance prior to commencement**. The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: [insert designated email]

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.go

With a copy to:
City of Montebello – Department Name
Attn: Name and Title of Department Head
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200 ext.
Email: [ENTER EMAIL ADDRESS]

If to Consultant:
Consultant Name
Attn: _____
Address
City, CA #####
(###) ###-####
Email:

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONSULTANT shall not discriminate against any employee, sub-consultant, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. The CONSULTANT will take affirmative action to ensure that sub-consultant and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

The CONSULTANT covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by the CONSULTANT. The CONSULTANT's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONSULTANT. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[**SIGNATURE PAGE TO FOLLOW**]

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")	("CONSULTANT")
CITY OF MONTEBELLO	**CONSULTANT NAME**
Raul Alvarez, City Manager	Full Name, Title

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Request for Proposals for Services and Contractor's Proposal
- Exhibit B – Schedule of Compensation
- Exhibit C – Labor Law Requirements [Delete if not applicable and/or continue listing Exhibits as applicable]
- Exhibit D – Live Scan Fingerprinting Requirement [Delete if not applicable and/or continue listing Exhibits as applicable]

EXHIBIT 'B'
CONTRACTOR'S PROPOSAL

ION SECURITY & FIRE SYSTEMS INC.
State License C7, C10 1015479
Ionsecure.com

June 2, 2026

CITY OF MONTEBELLO

Security and Fire Alarm Monitoring, Maintenance and Repair SUBMITTAL

RFP No.26-24

Submitted by ION Security & Fire Systems Inc.
Office Phone: 626-347-0390
Email: Mike@ionsecure.com

ION SECURITY SYSTENS, LLC dba LM SYSTEMS
State License C7, C10 1015479
www.Ionsecure.com

VISION STATEMENT:

- To make ION Security & Fire Systems Inc. a name associated with integrity, reliability, and accountability.

MISSION STATEMENT:

- ION Security & Fire Systems Inc. is dedicated to serving clients and the greater community by offering competitive prices on state-of-the-art equipment, clean, efficient installations and prompt dedicated service to public, commercial and residential clients.
- Provide the best value, the latest innovations and the highest quality customer service in order to protect lives and property.

Po Box 4072 Diamond Bar. Ca. 91765 * Phone:626-347-0390 * Fax:909-345-7376 * Email: info@ionsecure.com

ION SECURITY SYSTEMS, LLC dba LM SYSTEMS
State License C7, C10 1015479
Ionsecure.com

VENDOR QUESTIONNAIRE

Organization: Please see attached Capabilities Statement

References: Please see attached

Quality Control Program:

We are not using any special forms at this time. Every morning we have our service manager look over a daily report that is sent by our central monitoring station. In this report is all the activity such as trouble conditions, low batteries, alarm signals, etc. that was reported the day before. From this report we set up on site service calls if needed or contact the customer for more details. At the end of the day our technician will report to our service manager if we need to return to complete a service or install. They will go over the work orders to see if the work could have been done more efficiently or if the service will be a permanent solution.

Contract Administrator:

Michael A Oliande Jr.
Owner
626-497-0989
Experience: 28 years

Emergency Information:

Mike Oliande
626-347-0390

Eric Rodriguez
626-383-9761

Employees: There are eight central station employees on three shifts and two on-call technicians.
Central Monitoring Location: General Monitoring Services, Inc. * 17951 Lyons Cir. Huntington Beach, Ca. 92647

Employment Practices:

The two field technicians have been with us for eight years or longer. The field technicians have had in class and field training for fire alarm & burglar alarm installations, servicing and testing. We have bi weekly meetings on safety practices including the condition of ladders, extension cords and power tools. Their PPE is checked and replaced if needed.

Affiliations and Accreditations: None at this time.

Business License: See attached

ION Security Systems, LLC dba LM Systems
California State Contractor (C7, C10-1015479) Alarm Company Operator (ACO7083)

CAPABILITIES STATEMENT

ABOUT US

ION Security Systems is a California licensed alarm company established in 2009. We specialize in Fire Life & Safety and Facility Security. We provide practical and effective security and safety solutions to commercial, residential, retail, industrial and public facilities.

CAPABILITIES

Products Provided:
- Fire Life & Safety Systems
- Voice Evacuation Systems
- Burglar Alarm Systems
- Interior Intrusion Detection Devices
- Electronic Access Control
- High Definition Video Surveillance Systems
- Voice and Data Networking Cabling

Services Provided:
- System Design
- Installation
- Maintenance
- Repair
- Central Station Monitoring

Differentiators
- Licensed (C7, C10)
- Insured and Bonded
- Public Works Contractor
  PW-LR-1000740676

Partial List of Clients
Hino Toyota Motor Sales USA
St. Anthony's Catholic Church
Gerrish Swim and Tennis Club
Amphastar Pharmaceuticals
International Medication Systems
Los Nietos School District
City of Vernon

Contact Information
Michael A Oliande Jr
Mailing Address: P.O. Box 4072 Diamond Bar, Ca. 91765
Tel: 626-347-0390 Fax: 909-345-7376
Email: mike@ionsecure.com www.ionsecure.com

Year Established: 2009
DUNS: 056932078
Federal Tax ID: 46-3280579

NAICS Codes

561621 - Fire/Burglar Alarm Systems
238210 - Electrical Contracting
334210 - Data/Wide Area Network Communications
334220 - Wireless/IP Video Surveillance
334413 - LED Lighting

SIC Codes

7382 - Fire/Burglar Alarm Systems
1731 - Electrical Contracting

UNSPSC Codes

46170000 - Security Surveillance & Detection
46171604 - Alarm Systems
46171610 - Security Cameras
46182504 - Burglary Protection Services
46191505 - Fire Alarm Systems
72151703 - Fire Detection and Burglar Alarm Installation
92121700 - Security Systems Services
92121701 - Alarm Maint. & Monitoring
92121702 - Fire Alarm Maint. & Monitoring

Number of Employees:
5

ION SECURITY SYSTEMS, LLC dba LM SYSTEMS
State License C7, C10 1015479
lonsecure.com

REFERENCES:

City of Vernon
4305 Santa Fe Ave
Vernon, Ca. 90058
Contact: R. Bustamante
Phone: 323-583-8811

We are providing 24hr central station monitoring for their fire alarm and burglar alarm. A fire alarm test is provided on a quarterly basis.
The burglar alarm is visually inspected quarterly.

Los Nietos School District
8324 Westman Ave.
Whittier, Ca. 90606
Contact: Ralph Salazar
Phone: 562-822-5418

Sites:
Aeolian Elementary School 1 - Fire Alarm, 3 – Burglar Alarms
Los Nietos Middle School 1 - Fire Alarm, 3 – Burglar Alarms
Rancho Santa Gertrudes School 1 - Fire Alarm, 3 – Burglar Alarms
District Office 1 – Fire Alarm, 1 – Burglar Alarm
Nelson Elementary School 1 – Fire Alarm, 4 – Burglar Alarms

We are providing 24hr central station monitoring for their fire alarm and burglar alarm. A fire alarm test is provided on a quarterly basis.
The burglar alarm is visually inspected quarterly.

Amphastar Pharmaceuticals
11570 6th St
Rancho Cucamonga, Ca. 91730
Contact: Ryon Ragoo
Phone: 909-276-1700

Multi Building Campus, 5 Total. Each building has a burg system and fire alarm.

We are providing 24hr central station monitoring for their fire alarm and burglar alarm. A fire alarm test is provided on a quarterly basis.
The burglar alarm is visually inspected quarterly.

International Medical services, Limited
1860 N Santa Anita Ave..
South El Monte, Ca. 91733
Contact: Ismeal Chavez
Phone:626-433-3809

Multi Building Campus, 24 total. Each building has a fire alarm.

We are providing 24hr central station monitoring for their fire alarm and burglar alarm. A fire alarm test is provided on a quarterly basis.
The burglar alarm is visually inspected quarterly.

Appendix "C"

Reference Sheet

Security and Fire Alarm Monitoring, Maintenance, and Repair

Entity Name AMPHASTAR PHARMACEUTICALS

Business Address 11570 6TH ST RANCHO CUCAMONGA, CA.

Name of Contact RYAN RAGOO

Title Contact HEAD of SECURITY AND SAFETY

Telephone Number of Contact 909-276-1700

Email of Contact

Description of Project

Date of Service

Entity Name

Business Address

Name of Contact

Title Contact

Telephone Number of Contact

Email of Contact

Description of Project

Date of Service

Entity Name

Business Address

Name of Contact

Title Contact

CALIFORNIA DEPARTMENT OF CONSUMER AFFAIRS

Bureau of Security and Investigative Services
P.O. Box 989002
West Sacramento, CA 95798-9002
(916) 322-4000

Renewal License

ALARM COMPANY OPERATOR

Valid Until: 11/30/2027

License No. ACO7083

Receipt No. 8892

ION SECURITY SYSTEMS
2108 S ORANGE GROVE AVE UNIT A
ALHAMBRA, CA 91803

In accordance with the provisions of Division 3, Chapter 11.6 of the Business and Professions Code, the company named hereon is issued an Alarm Company Operator License Renewal.

---- NON-TRANSFERABLE ----- POST IN PUBLIC VIEW -----

1231.CERT31S.071723

CALIFORNIA DEPARTMENT OF CONSUMER AFFAIRS

Bureau of Security and Investigative Services
P.O. Box 989002
West Sacramento, CA 95798-9002
(916) 322-4000

ALARM COMPANY QUALIFIED MANAGER

Valid Until: 09/30/2027

Issue Date: 09/14/2011

Certificate No. ACQ5771

Receipt No. 9163

MICHAEL ANTHONY OLIANDE JR.
2108 S ORANGE GROVE AVE #A
ALHAMBRA, CA 91803

In accordance with the provisions of Division 3, Chapter 11.6 of the Business and Professions Code, the individual named hereon is issued an Alarm Company Qualified Manager Certificate.

---- NON-TRANSFERABLE ----- POST IN PUBLIC VIEW -----

1233.APPCERT33SCERT33S.071723

STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number **1015479** Entity INDIV

Business Name ION SECURITY SYSTEMS

Classification(s) C10 C-7

Expiration Date 06/30/2026 www.cslb.ca.gov

CSLB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/2/2026

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 John T. Costa Agency, Inc. P.O. Box 2338 2025 Hamburg TPKE Suite J Wayne, NJ 07470 www.burglaralarminsurance.com	CONTACT NAME: Ralph A.Costa		
	PHONE (A/C, No, Ext): 973-835-8444	FAX (A/C, No): 973-835-3056	
	E-MAIL ADDRESS: certs@burglaralarminsurance.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Ategrity Specialty Insurance Company		16427
INSURED Ion Security & Fire Systems, Inc. Ion Security Systems PO Box 4072 Diamond Bar CA 91765	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 90871125 **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	✓ COMMERCIAL GENERAL LIABILITY			01-C-GL-P-70002813-3	11/30/2025	11/30/2026	EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	☐ POLICY ✓ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	☐ OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Errors & Omissions			01-C-GL-P-70002813-3	11/30/2025	11/30/2026	Each Occurrence Aggregate	$1,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Mike Oliande diamond bar CA 91765	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 Ralph A. Costa

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This certificate cancels and supersedes ALL previously issued certificates.

Appendix "B"
Cost Proposal RFP No. 26-14
Security and Fire Alarm Monitoring, Maintenance, and Repair

City Facility	Current Fire Alarm	Needs Security System	Year 1 Annual Cost	Year 2 Annual Cost	Year 3 Annual Cost
City Hall	X	X	$ 2,400	$ 2,400	$ 2,500
Acuna Park Office	X	X	$ 2,400	$ 2,400	$ 2,500
City Park Cabin		X	$ 1,400	$ 1,400	$ 1,500
Cathy Hensel Youth Center	X	X	$ 2,400	$ 2,400	$ 2,500
George Hensel Aquatic Center		X	$ 1,400	$ 1,400	$ 1,500
Senior Center North Wing	X	X	$ 2,400	$ 2,400	$ 2,500
Senior Center South Wing	(same system as above)	X	$ 1,400	$ 1,400	$ 1,500
Bicknell Scout House		X	$ 1,400	$ 1,400	$ 1,500
Grant Rea Park Rec Building		X	$ 1,400	$ 1,400	$ 1,500
Grant Rea Park Community Center Building		X	$ 1,400	$ 1,400	$ 1,500
Holifield Park Community Room	X	X	$ 2,400	$ 2,400	$ 2,500
Holifield Park Resource Center		X	$ 1,400	$ 1,400	$ 1,500
Potrero Heights Rec Building		X	$ 1,400	$ 1,400	$ 1,500

Reggie Rodriguez Park Community Room	X	X	$ 2,400	$ 2,400	$ 2,500
Sanchez Adobe Museum		X	$ 1,400	$ 1,400	$ 1,500
Transit Department	X	X	$ 2,400	$ 2,400	$ 2,500
Police Department	X		$ 1,400	$ 1,400	$ 1,500
Public Works Corporate Yard	X	X	$ 2,400	$ 2,400	$ 2,500
Fire Station 56	X		$ 1,400	$ 1,400	$ 1,500
Taylor Ranch Barn		X	$ 1,400	$ 1,400	$ 1,500

TOTAL: $ 36,000.00 $ 36,000.00 $ 38,000.00

Year 1 Annual Cost | Year 2 Annual Cost | Year 3 Annual Cost

Security and Fire Alarm Monitoring, Maintenance, and Repair

As-Needed Services Cost Proposal

Service Type	Fixed Hourly Rate
Repair Work to City Owned Fire System	$ 160.00 /hour
Installation Rate for New Equipment	$ 160.00 /hour
Material Markup	8 %

Fuel, travel, or any other miscellaneous costs will not be reimbursed. Materials Markup is the percent added to the actual wholesale (no retail pricing will be accepted) cost of materials or special equipment rental. Proof of material costs will be required.

For this quotation to be valid, this sheet must be signed.

ION SECURITY & FIRE SYSTEMS INC. — Company Name

MIKE OLIANDE — Representative's Name

Signature

6/2/2026 — Date

ITEM # 22

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. 4539 TO WOLVERINE FENCE COMPANY, INC. AND PROFESSIONAL SERVICES AGREEMENT NO. 4540 TO J & A FENCE ENGINEERING CORPORATION FOR THE PROVISION OF ON-CALL FENCE SERVICES**

DATE: June 24, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Award Professional Services Agreement No. 4539 to Wolverine Fence Company, Inc. for the provision of on-call fence installation, repair, and replacement services at City facilities, parks, rights-of-way, and other City-owned properties in an amount not-to-exceed $75,000 annually; and
2. Award Professional Services Agreement No. 4540 to J & A Fence Engineering Corporation for the provision of on-call fence installation, repair, and replacement services at City facilities, parks, rights-of-way, and other City-owned properties in an amount not-to-exceed $50,000 annually; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

These services will be funded through the City's applicable operation and maintenance budgets, Capital Improvement Program funds, and other funding sources designated for facility maintenance, repairs, and public works operations.

The agreements will be structured as on-call, as-needed contracts with compensation based on approved unit pricing, hourly labor rates, equipment rates, emergency response rates, and material markups as submitted in each contractor's Cost Proposal.

The combined total not-to-exceed annual contract amount is $125,000, consisting of $75,000 annually for Wolverine Fence Company, Inc. and $50,000 annually for J & A Fence Engineering Corporation. Funding has been incorporated into the Fiscal Year 2026-27 budget. Therefore, no budget amendment is needed as part of the recommended actions. Each of the agreements is for an initial three year term, expiring June 30, 2029, with two, one year renewal options available. Subsequent fiscal year budgets will include sufficient appropriations to support ongoing services for the term of the agreements.

Should additional funding be required based on service demand, emergency repairs, or project needs, staff will return to the City Council with a budget amendment recommendation.

BACKGROUND/DISCUSSION:

The City of Montebello is responsible for the maintenance, repair, and security of numerous public facilities, parks, rights-of-way, and City-owned properties that require functional and secure fencing systems. These systems are essential to maintaining public safety, protecting City assets, and ensuring the integrity of municipal infrastructure. Fencing infrastructure throughout the City includes chain-link fencing, ornamental iron fencing, metal fencing systems, gates, and related components. These assets are subject to deterioration, vandalism, weather-related damage, and general wear, requiring ongoing maintenance, repair, replacement, and emergency response services. Historically, fencing services have been performed on an as-needed basis. However, increasing demand for timely response, security improvements, and maintenance of public infrastructure has created the need for structured on-call service arrangements.

On May 14, 2026, the City issued Request for Proposals (RFP) No. 26-11 seeking qualified and licensed fencing contractors to provide on-call citywide fencing services, including installation, repair, replacement, and emergency response services on a 24-hour basis as needed. The scope of work includes, but is not limited to, installation of new fencing systems, repair and replacement of damaged fencing, gate installation and repair, welding, removal and disposal of existing fencing materials, and emergency fencing services at various City-owned facilities and properties.

Due to the specialized nature and variability of fencing services required throughout the City, the RFP provided for the possibility of awarding agreements to multiple qualified contractors. Utilizing multiple contractors will provide greater flexibility, increase service capacity, improve response times for urgent repairs, and ensure continuity of operations when simultaneous service requests arise or emergency conditions occur.

ENVIRONMENTAL:

N/A

ANALYSIS:

The City conducted a competitive procurement process in accordance with RFP No. 26-11. Proposals were evaluated based on qualifications, experience, references, responsiveness, and cost proposals as outlined in the solicitation.

Following evaluation of the proposals received, staff determined that Wolverine Fence Company, Inc. and J & A Fence Engineering Corporation met or exceeded all minimum qualification requirements and were ranked among the highest-scoring proposers based on the evaluation criteria established in the RFP. Both firms demonstrated extensive experience providing fencing installation, repair, replacement, and emergency response services for public agencies and municipal facilities.

Staff further determined that both contractors possess the technical expertise, staffing resources, equipment, and responsiveness necessary to meet the City's operational requirements. In addition, both firms demonstrated knowledge of applicable building codes, safety standards, and industry best practices, while offering competitive pricing and overall value to the City.

Awarding agreements to both contractors will provide the City with enhanced operational flexibility and sufficient resources to address routine maintenance needs, planned improvement projects, vandalism-related repairs, emergency security concerns, and other unforeseen fencing service demands. The use of multiple on-call contractors will also provide redundancy, improve service availability, and reduce the risk of delays that could affect public safety or the security of City facilities and infrastructure.

Award of these agreements will ensure:

- Reliable availability of qualified contractors for fencing installation, repair, and replacement services.
- Timely response to routine and emergency fencing service requests.
- Compliance with applicable building codes, OSHA requirements, and safety regulations.
- Continuity of maintenance and security for City facilities, parks, rights-of-way, and infrastructure.
- Increased service capacity and contractor availability during periods of high demand.
- Operational redundancy to support uninterrupted City services and facility security.
- Cost-effective service delivery through competitively solicited rates.

Staff recommend awarding Professional Services Agreements Nos. 4539 and 4540 to Wolverine Fence Company, Inc. and J & A Fence Engineering Corporation (respectively) to maintain uninterrupted fencing maintenance, repair, replacement, and emergency response services across City facilities and properties.

SUMMARY:

Staff recommends the City Council award Professional Services Agreement No. 4539 to

Wolverine Fence Company, Inc. in an amount not-to-exceed $75,000 annually and Professional Services Agreement No. 4540 to J & A Fence Engineering Corporation in an amount not-to-exceed $50,000 annually for on-call fence installation, repair, and replacement services. Each of these agreements is for an initial three-year term, through June 30, 2029, with two, one-year extensions available.

Approval of these actions will provide the City with qualified on-call fencing contractors capable of responding to routine maintenance needs, emergency repairs, security-related fencing issues, and capital improvement projects throughout the City. Awarding agreements to multiple contractors will enhance service reliability, improve operational flexibility, provide redundancy for critical response needs, and ensure the continued maintenance, repair, and protection of City facilities, parks, rights-of-way, and other public assets through competitively procured on-call service agreements.

ATTACHMENT(S)

1. Attachment A - Agreement No. 4539 - Wolverine Fence Company, Inc.
2. Attachment B - Agreement No. 4540 - J & A Fence Engineering Corporation

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 4539 WITH WOLVERINE FENCE COMPANY, INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **July 1, 2026** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and WOLVERINE FENCE COMPANY, INC. (the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional contractor to provide on-call fence installation, repair, replacement, maintenance, and emergency response services for City-owned facilities, parks, rights-of-way, and other municipal properties; and

WHEREAS, the CONTRACTOR represents that it is fully qualified to perform such services by virtue of its experience, training, licensing, and expertise, including possession of a valid California C-13 Fencing Contractor License;

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

a. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. RFP No. 26-11, attached hereto as **Exhibit "A"**.
3. The CONTRACTOR'S Proposal to RFP 26-11, attached hereto as **Exhibit "B"**.
4. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

b. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

a. The CONTRACTOR shall provide to the CITY those services that are set forth fully in RFP 26-11 and the Contractor's Proposal, attached hereto as **Exhibit "A" and Exhibit "B"** and incorporated fully herein by this reference (hereinafter "Professional Services").

b. The 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. The CONTRACTOR shall be compensated in an annual amount not-to-exceed **Seventy-Five Thousand Dollars ($75,000)** (the "Compensation") for the performance of the Professional Services as set forth in **Exhibit "A".** CONTRACTOR shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONTRACTOR shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

d. The CITY shall be invoiced upon completion of the Scope of Services set forth herein. Payment in full of each invoice shall be due to the CONTRACTOR within thirty (30) days from the date of the invoice.

e. Work performed shall be deemed approved and accepted by the CITY upon invoicing unless the CITY provides written notice within fifteen (15) days of the invoice date specifically identifying the portions of the work the CITY believes to be incomplete or defective, and the corresponding disputed invoice amount(s). The CITY shall pay all undisputed amounts in accordance with the preceding paragraph.

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 **June 30, 2029** 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 CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

b. The CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Contractor hereunder, in meeting its obligations under this Agreement.

c. The CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. The CONTRACTOR shall have the right to retain, subject to the CITY's approval, additional individuals, 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 the CONTRACTOR.

e. The CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONTRACTOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

a. The CONTRACTOR hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The 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 the CONTRACTOR.

b. All data, documents, discussion, or other information developed or received by the CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONTRACTOR without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONTRACTOR agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by the CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by the CITY's City Manager (the "City Manager").

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONTRACTOR and shall be the CITY's agent with respect to obtaining the CONTRACTOR's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval 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 CONTRACTOR which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONTRACTOR, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONTRACTOR. The CONTRACTOR and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to the CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONTRACTOR the part of Compensation which would otherwise be payable to the CONTRACTOR for services the CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONTRACTOR shall be reimbursed for any "non-refundable" costs that the CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that the CONTRACTOR provides the CITY with adequate proof that the CONTRACTOR incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONTRACTOR for its performance of services under this Agreement. The CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by the CONTRACTOR during the term of this Agreement.

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of the CITY shall be personally liable to the CONTRACTOR in the event of any default or breach by the CITY, or for any amount which may become due to the CONTRACTOR.

SECTION 11. INDEPENDENT CONTRACTOR.

a. The CONTRACTOR is and shall, at all times, remain as to the CITY a wholly independent contractor. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONTRACTOR except as expressly set forth in this Agreement. The CONTRACTOR shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONTRACTOR for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONTRACTOR, the CONTRACTOR's employees or the CONTRACTOR's subcontractors for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. The CITY shall not deduct from the Compensation paid to the CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONTRACTOR. The CITY shall have no responsibility to provide the CONTRACTOR, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONTRACTOR is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONTRACTOR must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONTRACTOR. If this Agreement remains in place, the CONTRACTOR shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the CONTRACTOR or any employee, agent, or subcontractor of the CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONTRACTOR shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

The CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONTRACTOR to comply with this section.

SECTION 14. INDEMNIFICATION.

The CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of the CONTRACTOR's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

a. During the term of this Agreement, the CONTRACTOR shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to

property that may arise from or in connection with CONTRACTOR's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than $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.

b. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

c. The CONTACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

d. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONTRACTOR's expense, the premium thereon.

f. **Evidence of Insurance prior to commencement**. The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Principal Risk Officer
1600 West Beverly Boulevard
Montebello, CA 90640
Email: COI@montebelloca.gov

Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

g. **Evidence of Insurance during the entire term of the Agreement**. At all times during the term of this Agreement, the CONTRACTOR shall maintain on file with the CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. The CONTRACTOR shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

h. The CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

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 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.

j. The insurance provided by the CONTRACTOR shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents, or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

k. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONTRACTOR, and CONTRACTOR's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. The CONTRACTOR 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 CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to the CITY, or the CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

m. Procurement of insurance by the CONTRACTOR shall not be construed as a limitation of the CONTRACTOR'S liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONTRACTOR shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-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 the CONTRACTOR and shall not bind or purport to bind the CITY and shall not release the CONTRACTOR from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-contractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the CONTRACTOR under the Agreement.

SECTION 17. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition, or covenant hereof.

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY:	City of Montebello Attn: Raul Alvarez, City Manager 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1200
If to Contractor:	Wolverine Fence Company, Inc. Attn: Gary McDonnell 3211 W. Harvard St. Santa Ana, CA 92704 (562) 948-2030 gmcdonnell@wolverinefence.com

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. The 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.

The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

The CONTRACTOR covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by the CONTRACTOR. The CONTRACTOR's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[**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")	("CONTRACTOR")
CITY OF MONTEBELLO	**WOLVERINE FENCE COMPANY, INC.**
Raul Alvarez, City Manager	Gary McDonnell, President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Request for Proposals 26-11
- Exhibit B – Contractor's Proposal

EXHIBIT 'A'
REQUEST FOR PROPOSAL 26-11

CITY OF MONTEBELLO

Request for Proposals

RFP No. 26-11

On-Call Fencing Services

Release Date: Thursday, May 14, 2026
Online Questions Due Date: May 21, 2026, 12:00 p.m. PST
Publish Responses to Questions: May 27, 2026, 12:00 p.m. PST
Proposal Due Date: Thursday, June 4, 2026, 11:00 a.m. PST

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TO PROSPECTIVE PROPOSERS

The City of Montebello ("City") invites proposal submissions under this Request for Proposals ("RFP"). The City will evaluate responses to this solicitation to determine qualifications. Submissions must adhere to the format and content described. Only proposals that adhere to the requirements will be evaluated. The information set forth is the minimum required to qualify for consideration. The successful Proposer will be required to enter into a Professional Services Agreement based on the specifications outlined in this RFP.

DATE OF SOLICITATION

May 14, 2026

PROJECT

On-Call Fencing Services

PROPOSAL OWNER

City of Montebello – Public Works Department
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: James Coiner, Deputy Director of Public Works
Contact Phone: (323) 887-1200
Contact E-Mail: jcoiner@montebelloca.gov

PROPOSAL CONTACT

City of Montebello – Public Works Department
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Vanessa Ramos, Administrative Manager
Contact Phone: (323) 887-1200
Contact E-Mail: varamos@montebelloca.gov

Prospective Contractors must register their business with PlanetBids before being able to view or submit a response. To access the City's PlanetBids Portal, please go to:

https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839

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1.0 Notice Inviting Proposals

The City of Montebello (the "City") is seeking proposals from qualified contractors to provide on-call fencing services at various City-owned facilities, properties, parks, rights-of-way, and other locations as needed. This includes installation, repair, and replacement of fencing and gates. The selected contractor will ensure all work is completed in accordance with City standards, applicable building codes, and safety requirements.

To view the complete RFP package, please visit:

https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839

Prospective contractors must register with PlanetBids before being able to view or submit a response.

Questions must be submitted via PlanetBids by **Thursday, May 21, 2026, at 12:00 p.m. PST.**

Response to Questions will be uploaded to PlanetBids by **Wednesday, May 27, 2026, at 12:00 p.m. PST**

Proposals must be submitted via PlanetBids by **Thursday, June 4, 2026, at 11:00 a.m. PST.**

Responses will be evaluated to determine the contractor that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described. The City reserves the right to accept or reject any and all proposals.

2.0 Introduction

The City of Montebello invites qualified contractors to submit proposals for on-call fencing services. The selected contractor will provide installation, repair, and replacement of chain-link, ornamental iron, metal, and other fencing types, including associated gates and hardware. Work shall be performed in compliance with City standards, applicable building codes, and industry safety practices, while coordinating with City staff to minimize disruption to City operations and the public.

About the City of Montebello

Montebello ("beautiful mountain" in Spanish and Italian) is a city in the County of Los Angeles. Founded in 1899 and incorporated in 1920, the City is an 8.37 square mile General Law City located approximately 11 miles east of Downtown Los Angeles. Currently, the City has a population of approximately 63,000 residents. It hosts a mix of various industries that represent the business diversity of the County of Los Angeles. It is a full-service City that provides a long list of services, employing approximately 600 full-time and part-time employees in public safety, transit, and non-safety functions.

3.0 Timeline

- Release RFP — Thursday, May 14, 2026
- Online Question Due — Thursday, May 21, 2026 at 12:00 p.m. PST
- Responses to Questions — Wednesday, May 27, 2026 at 12:00 p.m. PST
- Deadline to Submit Responses — Thursday, June 4, 2026 at 11 a.m. PST
- City Review of Submissions — Monday, June 8, 2026
- Notifications Sent to Contractors — Thursday, June 25, 2026
- Award — Wednesday, June 24, 2026

4.0 Purpose

The purpose of this solicitation is to identify a highly qualified Contractor to provide on-call fencing services for the City of Montebello. The City requires installation, repair, and replacement of fencing and gates at various City facilities, parks, and properties to ensure security, safety, and proper maintenance of public assets.

5.0 Scope of Work/Services

The Contractor will provide all labor, materials, equipment, supervision, and incidentals necessary to complete fencing installation, repair, and replacement services at City facilities, parks, rights-of-way, and other City-owned or maintained properties. Work shall comply with all applicable codes, City standards, and safety requirements.

Scope of services includes, but is not limited to:

1. **Project Coordination and Management**
   - Conduct kickoff meeting with City staff
   - Coordinate schedules and work activities

- Attend progress meetings as required

2. **Fencing Installation**
   - Install chain-link fencing, ornamental iron fencing, and metal fencing systems
   - Install gates including swing and sliding gates
   - Install posts, rails, mesh, and related hardware
3. **Fencing Repair and Replacement**
   - Repair damaged fencing and gates
   - Replace sections of fencing as directed by the City
   - Remove and dispose of damaged or obsolete fencing materials
4. **Material Requirements**
   - Provide all materials, tools, and equipment
   - Materials must be new, durable, and compliant with industry standards
5. **Traffic Control & Safety**
   - Provide traffic control when work occurs in public rights-of-way
   - Maintain safe work zones with cones, signage, and barricades as needed
6. **Site Cleanup and Disposal**
   - Remove debris and construction waste
   - Restore work areas to original or improved condition
   - Dispose of materials at approved facilities
7. **Quality and Compliance**
   - Ensure all work meets applicable codes and City standards
   - Perform inspections and corrections as needed
8. **Reporting and Documentation**
   - Provide work logs, locations, and quantities
   - Submit monthly invoices and reports

6.0 Contractor Qualifications

The selected contractor must have the following minimum qualifications:

- A valid California C-13 (Fencing Contractor) license
- Experience in installation and repair of chain-link and ornamental fencing
- Experience working with public agencies
- Knowledge of applicable building codes and safety regulations
- Ability to manage multiple job sites
- Proper equipment and trained personnel
- Ability to provide timely emergency and on-call response
- Proof of insurance coverage as required by the City

Background Check

Contractor representatives working on-site and in some remote capacities will be required to undergo a background check conducted by the City.

7.0 Proposal submittal

Please review Appendix A - Proposal Format and Content, attached hereto and

incorporated herein by this reference, for specific details regarding the information that needs to be included in your submission. Failure to provide all requested information may be considered “non-responsive” and rejected.

Responses to this RFP must be submitted electronically via the City’s PlanetBids Portal by the deadline. Any responses transmitted and/or time-stamped after the deadline will not be accepted. Contractors planning to submit responses to this request are highly encouraged to submit all documentation before the deadline to avoid technical difficulties/errors.

8.0 Evaluation Criteria

The City will establish an evaluation committee to review and rate each proposal. The proposal evaluation process will be conducted using a multi-step method which will include the following steps:

A. **Preliminary Proposal Review** - The evaluation committee will review each submission to ensure adherence to the minimum/proposal format requirements.

B. **Proposal Evaluation** - In the second part of this process, the evaluation committee will review and rate proposals using a combined score based on the following:

i. Qualifications as they relate to this RFP - 65%
   a. Thoroughness and understanding of the tasks to be completed
   b. Background and experience
   c. Knowledge of the City of Montebello
   d. Experience of personnel assigned to the work
   e. Communication Skills
   f. Interview, if required

ii. Reputation for integrity and competence – 15%
   a. Positive Reference Checks
   b. Work Samples

iii. Proposed fees for services – 20%

The City reserves the right to request and obtain, from one or more proposers, supplementary information as may be necessary for the City to analyze the proposal pursuant to selection criteria. Upon completion of the evaluation phase, the City may select those Contractors for interviews whose proposals and qualifications most closely conform to the requirements of this RFP and provide the best value to the City.

9.0 Protest Procedures

Proposal Protest Procedures (Before Proposal Opening)

A protest filed before the proposal opening must be filed in writing or by email no later than ten (10) working days before opening. The most common types of protest that might be filed before a proposal opening include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal opening.

When a protest is filed before a scheduled proposal opening, certain steps must be followed:

A. The protest must be submitted in writing within the specified time frame (no later than ten (10) working days prior to a proposal opening). All protests must be filed with the Director of Finance for determination. Protest must be submitted to the Director of Finance by mail or e-mail within the specified time frame. Protests can be sent to:

   Mail:
   Michael Solorza, Director of Finance
   City of Montebello
   Attn: Department of Finance
   1600 W. Beverly Blvd
   Montebello, CA 90640

   or

   E-mail:
   msolorza@montebelloca.gov

B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.

C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.

D. All potential proposers will be advised of a pending protest.

E. The City shall not open proposals prior to the resolution of the protest unless it is determined that:

   - The items to be procured are urgently required;

- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make a prompt award will otherwise cause undue harm to the City.

The City will respond in writing within ten (10) working days after receipt of a properly filed protest. The Director of Finance will respond and include a response to each substantive issue raised in the protest.

After the exhaustion of administrative remedies, the protesting party will be given the City's final decision. The Director of Finance has the authority to decide on all protests.

Proposal Protest Procedures (After Proposal Opening/Post Award)
A protest filed after a proposal deadline must be filed within three (3) working days after the proposal deadline/due date. The City will grant the protesting Contractor a fair review and shall have up to ten (10) working days to review the protest and render its decision.

10.0 Execution of Agreement
The resulting agreement (see attached sample) shall be signed by the successful Contractor and returned within the required insurance within ten (10) business days after the City has provided written notice that the Contractor has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall cause, at the City's option, for annulment of the award. Please review the insurance requirements and indemnification clause in the attached sample agreement.

Should the successful Contractgor decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation.

11.0 Insurance
The Contractor selected must meet the following minimum insurance requirements upon execution of the City's Professional Services Agreement:

A. **Commercial General Liability**
Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury with limits no less than $1,000,000 per occurrence and $2,000,000 aggregate.

If requested, the "City of Montebello, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to the Insurance Services Office, Inc. Form CG 20 10 11 85 of CG 20 26 1185.

B. **Business Automobile Liability**
For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form CA 00 01 covering, Code 1 (any auto), or if the Contractor has not owned autos, Code 8 (hired) and 9 (non-owned) with a limit no less than $1,000,000 per accident for bodily injury and property damage.

If an automobile is not necessary to perform services, the Firm must submit a written request for a waiver of this requirement.

C. **Professional Liability or Errors and Omissions**
Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the Contractor to provide professional liability or errors and omissions liability insurance in an amount not less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability.

D. **Workers' Compensation and Employer's Liability**
Workers' compensation as required by the California Labor Code and Employer's Liability in an amount not less than $1,000,000 per accident for bodily injury or disease.

Required Insurance Documentation

Certificate of Insurance
The Certificate Holder must be listed as follows:

City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

Endorsements (if requested)
In addition to the Certificate of Insurance, the Contractor must provide the following endorsements:

Additional insured endorsements to the general liability and auto liability* insurance policies. The "City of Montebello, its officials, employees, and agents" must be endorsed to the Contractor's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

Cancellation notice endorsements. Each policy must be endorsed to certify that it will not be canceled or non-renewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation

due to nonpayment of premium is acceptable).

Primary, non-contributory coverage endorsements. The general liability and professional liability (if required) policies must be endorsed to provide that each policy shall apply on a primary, non-contributing basis with any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees, and agents.

Waiver and Modifications of Insurance Requirements
To the extent permitted by law, the City may modify these insurance requirements at any time and at its sole discretion.

In general, any contract deemed sole source, professional/professional services, involves the disclosure of proprietary information, and/or a public works project may require revisions to the City's standard insurance requirements. Any revisions to the insurance requirements will be identified within the associated service contract terms and conditions.

Contractors may request a waiver or modification of these insurance requirements. Waiver or modification requests must be submitted in writing. The request should state the specific insurance requirement that is being considered for waiver or modification and provide a brief explanation for the request. Requests will be reviewed on a case-by-case basis, and the decision will ultimately depend on the scope of services. The final decision to approve or deny a request will be at the City's legal authority and/or an authorized designee's discretion.

12.0 Use of Federal Funds
The project is funded through a Sustainable Communities Grants from Caltrans which requires compliance with certain federal regulations. The United States Federal Government requires purchases of items and services to meet specific standards when using Federal funds, including grants, cooperative agreements, contracts, and Federal funds "passed-through" to the City from a non-Federal entity (i.e., sub-recipient agreements). These requirements are codified under the Code of Federal Regulation's (CFR) Title 2, Subtitle A, Chapter II, Part 200 (also referred to as "2 CFR 200" or "Uniform Guidance") and the Federal Acquisition Regulations (FAR), as applicable.

The following standards apply to all purchases of items and services using Federal funds:

- Transactions shall be conducted lawfully and ethically
- Unnecessary/duplicative purchases are not permitted
- Utilizing a Contractor or supplier on the U.S. Federal Government's Debarred and Suspended List (available at SAM.gov) is prohibited
- All individuals involved in the expenditure of federal monies must avoid any

actual or apparent conflict of interest
- Procurement transactions must be conducted in a manner providing full and open competition
- Opportunities should be provided to minority businesses, women's business enterprises, and labor surplus area firms when possible
- Contracts and purchase orders should include the contract provisions required by 2 CFR 200 Appendix A
- Purchases of goods and services must include documentation detailing the procurement history

In addition to Federal standards, purchases must adhere to applicable local policies and procedures as defined in Montebello Municipal Code Chapters 3.20 and 3.21 and any relevant administrative policies. The most restrictive terms prevail when a conflict is present.

13.0 Non-Commitment of City

While the City intends to select a Contractor through this process, this intention is subject to change at any time during the process. The City does not commit to awarding an agreement, paying any costs incurred in preparing the proposal for this request, and/or procuring or contracting any items or services.

14.0 Labor Requirements

A. **Background:** All personnel engaged in the performance of this work shall be employees of the Contractor and, as such, shall be warranted to possess sufficient experience and reliability to perform this work.

B. **Health:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Contractor allow the use of or presence of alcohol or drugs on the premises or in the building.

C. **Non-Discrimination:** The Contractor shall not engage in discrimination in the employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex, or religion of such persons.

D. **Conduct:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the work properly and acceptably or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.

15.0 Records

The Contractor agrees to permit the City Manager or designee access to records,

reports, files, and other papers or property of the Contractor to audit any performance aspect under this agreement.

16.0 Subcontractors

The Contractor shall be responsible for all work performed under the final agreement and shall keep all work under his control. No portion of the work may be subcontracted without the prior written consent of the City. All subcontractors used on this work shall be under the direct supervision of the Contractor and shall be considered as their employees. Any approved subcontractors must provide insurance indemnifying the City with limits at or exceeding the limits of the Contractor's insurance.

17.0 Modifications/Changes

Changes in the areas serviced and/or specifications may be necessary during the agreement term. Changes in the agreement's requirements and corresponding changes in compensation may be implemented upon mutual understanding between the City and the Contractor. These changes will be processed by the City Manager.

18.0 Disclosure of Information

A. The Contractor agrees that it will not during or after the term of the agreement, disclose any proprietary information or confidential business information of the City, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, Contractor, corporation, association, or other entity or the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information received by the Contractor shall be used exclusively in connection with the performance of services.

B. The Contractor shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Contractor hereunder or mentioning or implying the name of the City or its respective personnel without the prior written consent of the City.

19.0 Ex-Parte Communications

Contractor and Contractor representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about this RFP. This requirement also includes any evaluation panel member, except for designated RFP facilitators. This requirement remains in effect until after award notifications have been made.

This restriction does not prohibit Contractors and their representatives from making oral statements or presentations to City representatives during a scheduled public meeting.

20.0 City of Montebello Rights

At its discretion, the City reserves the right to:

A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:

   i. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
   ii. The Contractor, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
   iii. The Contractor failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.

B. 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;

C. Accept all or any part of a proposal;

D. Cancel the entire RFP;

E. Issue subsequent RFPs; or

F. Waive any errors or informalities in any proposal to the extent law permits.

Please review:

Appendix A – Proposal Content and Format

Appendix B – Cost Proposal

Appendix C – References

Appendix D – Sample Professional Services Agreement

Appendix “A”

Proposal Content and Format

Proposal Content

The contractor shall be responsible for preparing a compelling, clear, and concise proposal. The City is requesting electrical services, which contains at a minimum the following information:

1. **Letter of Interest -** Please include a letter expressing your interest in being considered for the services. Include a statement regarding the vendor's availability to dedicate time, personnel, and resources to this effort. The letter of interest must include a commitment to the availability of the vendor and all key service staff.

2. **Relevant Experience** - Please include information describing your experience providing similar services for public agencies. Provide a minimum of three (3) specific examples of relevant experience. At a minimum, the vendor should provide a list of the most recent projects (i.e., completed within the last five (5) years is preferred, but samples outside of this timeframe will be accepted if relevant) for which the consultant has performed similar services of similar size, scope, and complexity.

   Using Appendix C – References, please provide details regarding each reference. This should include the name, contact person, address, phone number, and e-mail address of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance. The City may contact the individual listed at its discretion.
   Resumes may also be included in this section for any key staff associated with the service.

3. **Conflict of Interest Statement –** The vendor shall disclose any financial, business, or other relationship with the City that may have an impact upon the selection process. If the vendor does not have any such conflicts, a statement declaring such should be included in their submission.

4. **Cost Proposal –** Cost proposal should include the following:

   Total All-Inclusive Not-To-Exceed Maximum Price: The cost proposal should contain all pricing information relative to performing the scope of work as described in this request for proposals. The total all-inclusive maximum not-to-exceed price is to contain all direct and indirect costs, including all out-of-pocket expenses.

   Rates for Additional Services: If it should become necessary for the City to request the successful vendor to render additional services to either supplement services requested in this RFP or to perform any additional work as a result of the specific recommendations included in any report issued resulting from this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City and

the proposer. Any such additional work would be performed at the same rates submitted in the dollar cost bid unless otherwise noted in the proposal.

All proposals must be submitted using the PlanetBids Portal by Thursday, June 4, 2026 at 11:00 AM PST. It is highly encouraged that proposals are submitted ahead of the deadline to avoid any technical difficulties that might be encountered while using the portal.

Proposal Format

To facilitate the evaluation process, all responses are required to adhere to the following format requirements. The City strongly encourages respondents to thoroughly review their proposals prior to submission to ensure they adhere to the requirements. If the proposal is not formatted or does not include all the listed items/sections, it may be deemed non-responsive.

Responses shall not exceed ten (10) pages when printed on 8-½ -inch by 11-inch paper. Font Times New Roman Font (preferred), 12pt font size. The ten (10) page-requirement does **not** include cover letter/letter of transmittal, or any items included as additional attachments. Proposals should also include the following:

1. Title Page showing the request for proposals subject; the vendor's name; the name, address, email and telephone number of the contact person; and the date of the proposal.

2. Table of Contents identifying the items/section listed in the "Proposal Content and Format" section of this RFP.

3. Detailed proposal following the order set forth in the "Proposal Content and Format" of this RFP.

Appendix "B"

Cost Proposal

Contractor Name: _____ Contractor's License # : _____

Fence Installation	**Unit Cost – 6 Foot Fence**	**Unit Cost – 8 Foot Fence**
Common Chain-link (per foot)	$	$
Wrought Iron (per foot)	$	$
Fence Post (per foot)	$	$
Fence Gate (per foot)	$	$
Top Rail (per foot)	$	$
Bottom Rail (per foot)	$	$
Fence Demolition	**Unit Cost – 6 Foot Fence**	**Unit Cost – 8 Foot Fence**
Common Chain-link (per foot)	$	$
Wrought Iron (per foot)	$	$
Fence Post (per foot)	$	$
Fence Gate (per foot)	$	$
Fence Repair	**Hourly Rates**	
Business Hour Rate	$ /hr	
Overtime Rate	$ /hr	
Emergency/Holiday Rate	$ /hr	
Welding		
Business Hour Rate	$ /hr	
Overtime Rate	$ /hr	
Emergency/Holiday Rate	$ /hr	
Total		
Materials Markup: _____%		

Authorized Representative: _____ Signature: _____ Date: _____

Appendix "C"

Reference Sheet

RFP 26 – 11 – On-Call Fence Services

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Appendix “D”

Sample Professional Services Agreement

[See Next Page]

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. _____
WITH CONSULTANT NAME

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **_____, 202X** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and Consultant Name (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide Public Records Request Software services in the CITY; and

WHEREAS, the CONSULTANT represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

a. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. Proposal referenced and Best Final Offer received by the successful proposer.
3. All other documents, including but not limited to all applicable bonds, insurance certificates, notices, schedules, forms, certifications, and affidavits.

b. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

a. All terms, conditions, requirements, and provisions of the Request for Proposals for _____ in the City of Montebello (insert date issued) ("Request for Proposals"), as such is set forth fully in **Exhibit "A**" hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

b. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide _____ services as set forth fully in the Request for Proposals, as such is set forth fully in **Exhibit "A**" hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

c. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall no incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire three (3) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2) one-year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by CITY's applicable, department head.

SECTION 4. PERFORMANCE.

a. The CONSULTANT shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

b. The CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Consultant hereunder, in meeting its obligations under this Agreement.

c. The CONSULTANT shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. The CONSULTANT shall have the right to retain, subject to the CITY's approval, additional individuals, consultants or subconsultants to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subconsultants shall be the sole and exclusive responsibility of the CONSULTANT.

e. The CONSULTANT shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONSULTANT pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONSULTANT.

b. All data, documents, discussion, or other information developed or received by the CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONSULTANT without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONSULTANT agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by the CONSULTANT under this Agreement unless such extra services first shall have been duly authorized in writing by the CITY's City Manager (the "City Manager").

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONSULTANT and shall be the CITY's agent with respect to obtaining the CONSULTANT's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 8. TERMINATION.

In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the CONSULTANT which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONSULTANT, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONSULTANT. The CONSULTANT and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONSULTANT shall only be entitled to

the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (10) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by the CONSULTANT during the term of this Agreement.

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of the CITY shall be personally liable to the CONSULTANT in the event of any default or breach by the CITY, or for any amount which may become due to the CONSULTANT.

SECTION 11. INDEPENDENT CONSULTANT.

a. The CONSULTANT is and shall, at all times, remain as to the CITY a wholly independent consultant. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONSULTANT for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONSULTANT, the CONSULTANT's employees or the CONSULTANT's subconsultants for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. The CITY shall not deduct from the Compensation paid to the

CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONSULTANT. The CITY shall have no responsibility to provide the CONSULTANT, its employees or subconsultants with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONSULTANT is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONSULTANT must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONSULTANT. If this Agreement remains in place, the CONSULTANT shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the CONSULTANT or any employee, agent, or subconsultant of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

The CONSULTANT shall at all times observe and comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this section.

SECTION 14. INDEMNIFICATION.

The CONSULTANT agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed

boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of the CONSULTANT's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

a. During the term of this Agreement, the CONSULTANT shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONSULTANT's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

b. If the CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

c. The CONTACTOR shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

d. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONSULTANT's expense, the premium thereon.

f. **Evidence of Insurance prior to commencement**. The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: [insert designated email]

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.go

With a copy to:
City of Montebello – Department Name
Attn: Name and Title of Department Head
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200 ext.
Email: [ENTER EMAIL ADDRESS]

If to Consultant:
Consultant Name
Attn: _____
Address
City, CA #####
(###) ###-####
Email:

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONSULTANT shall not discriminate against any employee, sub-consultant, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. The CONSULTANT will take affirmative action to ensure that sub-consultant and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

The CONSULTANT covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by the CONSULTANT. The CONSULTANT's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONSULTANT. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[**SIGNATURE PAGE TO FOLLOW**]

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")	("CONSULTANT")
CITY OF MONTEBELLO	**CONSULTANT NAME**
Raul Alvarez, City Manager	Full Name, Title

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Request for Proposals for Services and Contractor's Proposal
- Exhibit B – Schedule of Compensation
- Exhibit C – Labor Law Requirements [Delete if not applicable and/or continue listing Exhibits as applicable]
- Exhibit D – Live Scan Fingerprinting Requirement [Delete if not applicable and/or continue listing Exhibits as applicable]

EXHIBIT 'B'
CONTRACTOR'S PROPOSAL

RFP No. 26-11 On Call Fencing Services

Wolverine Fence Company, Inc.
3211 W. Harvard Street
Santa Ana, CA 92704
Gary McDonnell
gmcdonnell@wolverinefence.com
(562) 948-2030

June 4, 2026

Table of Contents

1)- Letter of Interest
2)- Conflicts of Interest Statement
3)- Appendix B- Cost Proposal
4)- Appendix C- References
5)- Copy of Contractors License

Wolverine Fence Company, Inc.

June 4, 2026

City of Montebello
Public-Works Department
1600 West Beverly Boulevard
Montebello, CA 90640

RE: Letter of Interest – Bid Proposal for RFP- No. 26-11-On Call Fencing Services

I am writing to formally express our interest in submitting this bid proposal for the **RFP No. 26-11- In-Call Fencing Services**. We have reviewed the bid documents and are excited about the opportunity to collaborate with the City of Montebello-Public Works Department.
At Wolverine Fence Company, Inc., we bring over 20 years of experience to the construction Fencing Industry.
We specialize in Chain Link Fencing and Gates, Ornamental Iron Fencing and Gates, we pride ourselves on delivering exceptional results on time for all Customer Needs within Our C-13 Classification. We have successfully completed numerous projects and services of similar scope for multiple Public Agencies.

We believe our dedication to quality workmanship, strict safety standards, trained personnel and transparent communication makes us the ideal partner for this bid. Our team is fully licensed, bonded, and prepared to execute the work according to your exact needs and specifications.
Please find our complete proposal package attached for your review. We would welcome the opportunity to discuss our bid in further detail and answer any questions your team may have.

Thank you for considering Wolverine Fence Company, Inc. for this opportunity. We look forward to the possibility of working together.

Sincerely,

Gary McDonnell, President
Wolverine Fence Company, Inc.

3211 W. HARVARD STREET, SANTA ANA, CA 92704
Phone: (562) 948-2030 · Fax: (562) 948-2354
Federal ID: 20-2707527

Wolverine Fence Company, Inc.

June 4, 2026

City of Montebello
Public Works Department
1600 West Beverly Boulevard
Montebello, CA 90640

Conflict of Interest Statement

Bidder: Wolverine Fence Company, Inc.

RFP No. 26-11- On-Call Fencing Services

Wolverine Fence Company, Inc., declares that they have no competing financial interests or personal relationships that could give rise to an actual, potential, or perceived conflict of interest regarding their proposal for RFP No. 26-11- On-Call Fencing Services.

Most Respectfully.

Gary McDonnell, President
Wolverine Fence Company, Inc.

3211 W. HARVARD STREET, SANTA ANA, CA 92704
Phone: (562) 948-2030 · Fax: (562) 948-2354
Federal ID: 20-2707527

Appendix "B"

Cost Proposal

Contractor Name: Wolverine Fence Company, Inc. **Contractor's License # :** 870586

Fence Installation	**Unit Cost – 6 Foot Fence**	**Unit Cost – 8 Foot Fence**
Common Chain-link (per foot)	$ 58.00	$ 77.36
Wrought Iron (per foot)	$ 145.00	$ 195.00
Fence Post (per foot)	$ 78.92	$ 105.20
Fence Gate (per foot)	$ 84.00	$ 112.00
Top Rail (per foot)	$ 16.00	$ 18.00
Bottom Rail (per foot)	$ 17.40	$ 23.20
Fence Demolition	**Unit Cost – 6 Foot Fence**	**Unit Cost – 8 Foot Fence**
Common Chain-link (per foot)	$ 12.50	$ 16.04
Wrought Iron (per foot)	$ 14.00	$ 18.64
Fence Post (per foot)	$ 200.00	$ 210.00
Fence Gate (per foot)	$ 210.00	$ 220.00
Fence Repair	**Hourly Rates**	
Business Hour Rate	$ 142.93 /hr	
Overtime Rate	$ 214.43 /hr	
Emergency/Holiday Rate	$ 250.00 /hr	
Welding		
Business Hour Rate	$ 190.00 /hr	
Overtime Rate	$ 237.50 /hr	
Emergency/Holiday Rate	$ 380.00 /hr	
Total		
Materials Markup: 25 %		

Authorized Representative: Gary McDonnell Signature: [signature] Date: 6/4/2026

Appendix "C"

Reference Sheet

RFP 26 – 11 – On-Call Fence Services

Entity Name City of Montebello

Business Address 1600 W. Beverly Blvd, Montebello, CA 90640

Name of Contact James Coiner

Title Contact Deputy Director

Telephone Number of Contact 323-887-1200- Ext 9999

Email of Contact JCoiner@montebelloca.gov

Description of Project Grant Rae Park Repairs- Chain Link

Date of Service 3/25/2026

Entity Name Huntington Beach Union High School District

Business Address 5832 Bolsa Avenue, Huntington Beacdh, CA 92649

Name of Contact Richard Walsh

Title Contact Facilites & Construction Manager

Telephone Number of Contact 714-536-7521- Ext 40415

Email of Contact rwalsh@hbuhsd.edu

Description of Project Coast HS - Fencing - Ornamental Iron & Chain Link Fencing and Gates

Date of Service April 30, 2026

Entity Name La Habra City School District

Business Address 500 N Walnut Street, La Habra, CA 90631

Name of Contact Kenneth Powers

Title Contact Director of Constructio, Maintenance, Operations & Facilities

Telephone Number of Contact 562-690-2331

Email of Contact Kpowers@lahabraschools.org

Description of Project PO#W30C0037- El Cerrito School & Imperial MS- Chain Link and Railing

Date of Service April 2, 2026

STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number **870586** Entity CORP

Business Name WOLVERINE FENCE COMPANY INC

Classification(s) C13

Expiration Date 01/31/2028 www.cslb.ca.gov

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 4540 WITH J & A ENGINEERING CORPORATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **July 1, 2026** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and J & A ENGINEERING CORPORATION (the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional contractor to provide on-call fence installation, repair, replacement, maintenance, and emergency response services for City-owned facilities, parks, rights-of-way, and other municipal properties; and

WHEREAS, the CONTRACTOR represents that it is fully qualified to perform such services by virtue of its experience, training, licensing, and expertise, including possession of a valid California C-13 Fencing Contractor License;

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

a. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. RFP No. 26-11, attached hereto as **Exhibit "A"**.
3. The CONTRACTOR'S Proposal to RFP 26-11, attached hereto as **Exhibit "B"**.
4. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

b. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

a. The CONTRACTOR shall provide to the CITY those services that are set forth fully in RFP 26-11 and the Contractor's Proposal, attached hereto as **Exhibit "A" and Exhibit "B"** and incorporated fully herein by this reference (hereinafter "Professional Services").

b. The 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. The CONTRACTOR shall be compensated in an annual amount not-to-exceed **Fifty Thousand Dollars ($50,000)** (the "Compensation") for the performance of the Professional Services as set forth in **Exhibit "A".** CONTRACTOR shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONTRACTOR shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

d. The CITY shall be invoiced upon completion of the Scope of Services set forth herein. Payment in full of each invoice shall be due to the CONTRACTOR within thirty (30) days from the date of the invoice.

e. Work performed shall be deemed approved and accepted by the CITY upon invoicing unless the CITY provides written notice within fifteen (15) days of the invoice date specifically identifying the portions of the work the CITY believes to be incomplete or defective, and the corresponding disputed invoice amount(s). The CITY shall pay all undisputed amounts in accordance with the preceding paragraph.

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 **June 30, 2029** 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 CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

b. The CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Contractor hereunder, in meeting its obligations under this Agreement.

c. The CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. The CONTRACTOR shall have the right to retain, subject to the CITY's approval, additional individuals, 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 the CONTRACTOR.

e. The CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONTRACTOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

a. The CONTRACTOR hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The 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 the CONTRACTOR.

b. All data, documents, discussion, or other information developed or received by the CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONTRACTOR without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONTRACTOR agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by the CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by the CITY's City Manager (the "City Manager").

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONTRACTOR and shall be the CITY's agent with respect to obtaining the CONTRACTOR's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval 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 CONTRACTOR which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONTRACTOR, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONTRACTOR. The CONTRACTOR and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to the CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONTRACTOR the part of Compensation which would otherwise be payable to the CONTRACTOR for services the CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONTRACTOR shall be reimbursed for any "non-refundable" costs that the CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that the CONTRACTOR provides the CITY with adequate proof that the CONTRACTOR incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONTRACTOR for its performance of services under this Agreement. The CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by the CONTRACTOR during the term of this Agreement.

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of the CITY shall be personally liable to the CONTRACTOR in the event of any default or breach by the CITY, or for any amount which may become due to the CONTRACTOR.

SECTION 11. INDEPENDENT CONTRACTOR.

a. The CONTRACTOR is and shall, at all times, remain as to the CITY a wholly independent contractor. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONTRACTOR except as expressly set forth in this Agreement. The CONTRACTOR shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONTRACTOR for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONTRACTOR, the CONTRACTOR's employees or the CONTRACTOR's subcontractors for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. The CITY shall not deduct from the Compensation paid to the CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONTRACTOR. The CITY shall have no responsibility to provide the CONTRACTOR, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONTRACTOR is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONTRACTOR must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONTRACTOR. If this Agreement remains in place, the CONTRACTOR shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the CONTRACTOR or any employee, agent, or subcontractor of the CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONTRACTOR shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

The CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONTRACTOR to comply with this section.

SECTION 14. INDEMNIFICATION.

The CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of the CONTRACTOR's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

a. During the term of this Agreement, the CONTRACTOR shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to

property that may arise from or in connection with CONTRACTOR's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than $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.

b. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

c. The CONTACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

d. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONTRACTOR's expense, the premium thereon.

f. **Evidence of Insurance prior to commencement**. The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Principal Risk Officer
1600 West Beverly Boulevard
Montebello, CA 90640
Email: COI@montebelloca.gov

Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-

renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

g. **Evidence of Insurance during the entire term of the Agreement**. At all times during the term of this Agreement, the CONTRACTOR shall maintain on file with the CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. The CONTRACTOR shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

h. The CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

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 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.

j. The insurance provided by the CONTRACTOR shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents, or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

k. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONTRACTOR, and CONTRACTOR's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. The CONTRACTOR 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 CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to the CITY, or the CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

m. Procurement of insurance by the CONTRACTOR shall not be construed as a limitation of the CONTRACTOR'S liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONTRACTOR shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-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 the CONTRACTOR and shall not bind or purport to bind the CITY and shall not release the CONTRACTOR from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-contractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the CONTRACTOR under the Agreement.

SECTION 17. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition, or covenant hereof.

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY:	City of Montebello Attn: Raul Alvarez, City Manager 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1200
If to Contractor:	J & A Engineering Corporation Attn: Mike Miranda 824 N Todd Ave Azusa, CA 91702 (626) 334-3209 admin@jnafence.com

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. The 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.

The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

The CONTRACTOR covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by the CONTRACTOR. The CONTRACTOR's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[**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")	("CONTRACTOR")
CITY OF MONTEBELLO	**J & A ENGINEERING CORPORATION**
Raul Alvarez, City Manager	Mike Miranda, President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Request for Proposals 26-11
- Exhibit B – Contractor's Proposal

EXHIBIT 'A'
REQUEST FOR PROPOSAL 26-11

CITY OF MONTEBELLO

Request for Proposals

RFP No. 26-11

On-Call Fencing Services

Release Date: Thursday, May 14, 2026
Online Questions Due Date: May 21, 2026, 12:00 p.m. PST
Publish Responses to Questions: May 27, 2026, 12:00 p.m. PST
Proposal Due Date: Thursday, June 4, 2026, 11:00 a.m. PST

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TO PROSPECTIVE PROPOSERS

The City of Montebello ("City") invites proposal submissions under this Request for Proposals ("RFP"). The City will evaluate responses to this solicitation to determine qualifications. Submissions must adhere to the format and content described. Only proposals that adhere to the requirements will be evaluated. The information set forth is the minimum required to qualify for consideration. The successful Proposer will be required to enter into a Professional Services Agreement based on the specifications outlined in this RFP.

DATE OF SOLICITATION

May 14, 2026

PROJECT

On-Call Fencing Services

PROPOSAL OWNER

City of Montebello – Public Works Department
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: James Coiner, Deputy Director of Public Works
Contact Phone: (323) 887-1200
Contact E-Mail: jcoiner@montebelloca.gov

PROPOSAL CONTACT

City of Montebello – Public Works Department
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Vanessa Ramos, Administrative Manager
Contact Phone: (323) 887-1200
Contact E-Mail: varamos@montebelloca.gov

Prospective Contractors must register their business with PlanetBids before being able to view or submit a response. To access the City's PlanetBids Portal, please go to:

https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839

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Appendix A – Proposal Content and Format
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Appendix D – Sample Professional Services Agreement

1.0 Notice Inviting Proposals

The City of Montebello (the "City") is seeking proposals from qualified contractors to provide on-call fencing services at various City-owned facilities, properties, parks, rights-of-way, and other locations as needed. This includes installation, repair, and replacement of fencing and gates. The selected contractor will ensure all work is completed in accordance with City standards, applicable building codes, and safety requirements.

To view the complete RFP package, please visit:

https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839

Prospective contractors must register with PlanetBids before being able to view or submit a response.

Questions must be submitted via PlanetBids by **Thursday, May 21, 2026, at 12:00 p.m. PST.**

Response to Questions will be uploaded to PlanetBids by **Wednesday, May 27, 2026, at 12:00 p.m. PST**

Proposals must be submitted via PlanetBids by **Thursday, June 4, 2026, at 11:00 a.m. PST.**

Responses will be evaluated to determine the contractor that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described. The City reserves the right to accept or reject any and all proposals.

2.0 Introduction

The City of Montebello invites qualified contractors to submit proposals for on-call fencing services. The selected contractor will provide installation, repair, and replacement of chain-link, ornamental iron, metal, and other fencing types, including associated gates and hardware. Work shall be performed in compliance with City standards, applicable building codes, and industry safety practices, while coordinating with City staff to minimize disruption to City operations and the public.

About the City of Montebello

Montebello ("beautiful mountain" in Spanish and Italian) is a city in the County of Los Angeles. Founded in 1899 and incorporated in 1920, the City is an 8.37 square mile General Law City located approximately 11 miles east of Downtown Los Angeles. Currently, the City has a population of approximately 63,000 residents. It hosts a mix of various industries that represent the business diversity of the County of Los Angeles. It is a full-service City that provides a long list of services, employing approximately 600 full-time and part-time employees in public safety, transit, and non-safety functions.

3.0 Timeline

- Release RFP — Thursday, May 14, 2026
- Online Question Due — Thursday, May 21, 2026 at 12:00 p.m. PST
- Responses to Questions — Wednesday, May 27, 2026 at 12:00 p.m. PST
- Deadline to Submit Responses — Thursday, June 4, 2026 at 11 a.m. PST
- City Review of Submissions — Monday, June 8, 2026
- Notifications Sent to Contractors — Thursday, June 25, 2026
- Award — Wednesday, June 24, 2026

4.0 Purpose

The purpose of this solicitation is to identify a highly qualified Contractor to provide on-call fencing services for the City of Montebello. The City requires installation, repair, and replacement of fencing and gates at various City facilities, parks, and properties to ensure security, safety, and proper maintenance of public assets.

5.0 Scope of Work/Services

The Contractor will provide all labor, materials, equipment, supervision, and incidentals necessary to complete fencing installation, repair, and replacement services at City facilities, parks, rights-of-way, and other City-owned or maintained properties. Work shall comply with all applicable codes, City standards, and safety requirements.

Scope of services includes, but is not limited to:

1. **Project Coordination and Management**
   - Conduct kickoff meeting with City staff
   - Coordinate schedules and work activities

- Attend progress meetings as required

2. **Fencing Installation**
   - Install chain-link fencing, ornamental iron fencing, and metal fencing systems
   - Install gates including swing and sliding gates
   - Install posts, rails, mesh, and related hardware
3. **Fencing Repair and Replacement**
   - Repair damaged fencing and gates
   - Replace sections of fencing as directed by the City
   - Remove and dispose of damaged or obsolete fencing materials
4. **Material Requirements**
   - Provide all materials, tools, and equipment
   - Materials must be new, durable, and compliant with industry standards
5. **Traffic Control & Safety**
   - Provide traffic control when work occurs in public rights-of-way
   - Maintain safe work zones with cones, signage, and barricades as needed
6. **Site Cleanup and Disposal**
   - Remove debris and construction waste
   - Restore work areas to original or improved condition
   - Dispose of materials at approved facilities
7. **Quality and Compliance**
   - Ensure all work meets applicable codes and City standards
   - Perform inspections and corrections as needed
8. **Reporting and Documentation**
   - Provide work logs, locations, and quantities
   - Submit monthly invoices and reports

6.0 Contractor Qualifications

The selected contractor must have the following minimum qualifications:

- A valid California C-13 (Fencing Contractor) license
- Experience in installation and repair of chain-link and ornamental fencing
- Experience working with public agencies
- Knowledge of applicable building codes and safety regulations
- Ability to manage multiple job sites
- Proper equipment and trained personnel
- Ability to provide timely emergency and on-call response
- Proof of insurance coverage as required by the City

Background Check

Contractor representatives working on-site and in some remote capacities will be required to undergo a background check conducted by the City.

7.0 Proposal submittal

Please review Appendix A - Proposal Format and Content, attached hereto and

incorporated herein by this reference, for specific details regarding the information that needs to be included in your submission. Failure to provide all requested information may be considered “non-responsive” and rejected.

Responses to this RFP must be submitted electronically via the City’s PlanetBids Portal by the deadline. Any responses transmitted and/or time-stamped after the deadline will not be accepted. Contractors planning to submit responses to this request are highly encouraged to submit all documentation before the deadline to avoid technical difficulties/errors.

8.0 Evaluation Criteria

The City will establish an evaluation committee to review and rate each proposal. The proposal evaluation process will be conducted using a multi-step method which will include the following steps:

A. **Preliminary Proposal Review** - The evaluation committee will review each submission to ensure adherence to the minimum/proposal format requirements.

B. **Proposal Evaluation** - In the second part of this process, the evaluation committee will review and rate proposals using a combined score based on the following:

i. Qualifications as they relate to this RFP - 65%
   a. Thoroughness and understanding of the tasks to be completed
   b. Background and experience
   c. Knowledge of the City of Montebello
   d. Experience of personnel assigned to the work
   e. Communication Skills
   f. Interview, if required

ii. Reputation for integrity and competence – 15%
   a. Positive Reference Checks
   b. Work Samples

iii. Proposed fees for services – 20%

The City reserves the right to request and obtain, from one or more proposers, supplementary information as may be necessary for the City to analyze the proposal pursuant to selection criteria. Upon completion of the evaluation phase, the City may select those Contractors for interviews whose proposals and qualifications most closely conform to the requirements of this RFP and provide the best value to the City.

9.0 Protest Procedures

Proposal Protest Procedures (Before Proposal Opening)

A protest filed before the proposal opening must be filed in writing or by email no later than ten (10) working days before opening. The most common types of protest that might be filed before a proposal opening include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal opening.

When a protest is filed before a scheduled proposal opening, certain steps must be followed:

A. The protest must be submitted in writing within the specified time frame (no later than ten (10) working days prior to a proposal opening). All protests must be filed with the Director of Finance for determination. Protest must be submitted to the Director of Finance by mail or e-mail within the specified time frame. Protests can be sent to:

   Mail:
   Michael Solorza, Director of Finance
   City of Montebello
   Attn: Department of Finance
   1600 W. Beverly Blvd
   Montebello, CA 90640

   or

   E-mail:
   msolorza@montebelloca.gov

B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.

C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.

D. All potential proposers will be advised of a pending protest.

E. The City shall not open proposals prior to the resolution of the protest unless it is determined that:

   - The items to be procured are urgently required;

- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make a prompt award will otherwise cause undue harm to the City.

The City will respond in writing within ten (10) working days after receipt of a properly filed protest. The Director of Finance will respond and include a response to each substantive issue raised in the protest.

After the exhaustion of administrative remedies, the protesting party will be given the City's final decision. The Director of Finance has the authority to decide on all protests.

Proposal Protest Procedures (After Proposal Opening/Post Award)
A protest filed after a proposal deadline must be filed within three (3) working days after the proposal deadline/due date. The City will grant the protesting Contractor a fair review and shall have up to ten (10) working days to review the protest and render its decision.

10.0 Execution of Agreement
The resulting agreement (see attached sample) shall be signed by the successful Contractor and returned within the required insurance within ten (10) business days after the City has provided written notice that the Contractor has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall cause, at the City's option, for annulment of the award. Please review the insurance requirements and indemnification clause in the attached sample agreement.

Should the successful Contractgor decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation.

11.0 Insurance
The Contractor selected must meet the following minimum insurance requirements upon execution of the City's Professional Services Agreement:

A. **Commercial General Liability**
Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury with limits no less than $1,000,000 per occurrence and $2,000,000 aggregate.

If requested, the "City of Montebello, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to the Insurance Services Office, Inc. Form CG 20 10 11 85 of CG 20 26 1185.

B. **Business Automobile Liability**
For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form CA 00 01 covering, Code 1 (any auto), or if the Contractor has not owned autos, Code 8 (hired) and 9 (non-owned) with a limit no less than $1,000,000 per accident for bodily injury and property damage.

If an automobile is not necessary to perform services, the Firm must submit a written request for a waiver of this requirement.

C. **Professional Liability or Errors and Omissions**
Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the Contractor to provide professional liability or errors and omissions liability insurance in an amount not less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability.

D. **Workers' Compensation and Employer's Liability**
Workers' compensation as required by the California Labor Code and Employer's Liability in an amount not less than $1,000,000 per accident for bodily injury or disease.

Required Insurance Documentation

Certificate of Insurance
The Certificate Holder must be listed as follows:

City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

Endorsements (if requested)
In addition to the Certificate of Insurance, the Contractor must provide the following endorsements:

Additional insured endorsements to the general liability and auto liability* insurance policies. The "City of Montebello, its officials, employees, and agents" must be endorsed to the Contractor's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

Cancellation notice endorsements. Each policy must be endorsed to certify that it will not be canceled or non-renewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation

due to nonpayment of premium is acceptable).

Primary, non-contributory coverage endorsements. The general liability and professional liability (if required) policies must be endorsed to provide that each policy shall apply on a primary, non-contributing basis with any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees, and agents.

Waiver and Modifications of Insurance Requirements
To the extent permitted by law, the City may modify these insurance requirements at any time and at its sole discretion.

In general, any contract deemed sole source, professional/professional services, involves the disclosure of proprietary information, and/or a public works project may require revisions to the City's standard insurance requirements. Any revisions to the insurance requirements will be identified within the associated service contract terms and conditions.

Contractors may request a waiver or modification of these insurance requirements. Waiver or modification requests must be submitted in writing. The request should state the specific insurance requirement that is being considered for waiver or modification and provide a brief explanation for the request. Requests will be reviewed on a case-by-case basis, and the decision will ultimately depend on the scope of services. The final decision to approve or deny a request will be at the City's legal authority and/or an authorized designee's discretion.

12.0 Use of Federal Funds
The project is funded through a Sustainable Communities Grants from Caltrans which requires compliance with certain federal regulations. The United States Federal Government requires purchases of items and services to meet specific standards when using Federal funds, including grants, cooperative agreements, contracts, and Federal funds "passed-through" to the City from a non-Federal entity (i.e., sub-recipient agreements). These requirements are codified under the Code of Federal Regulation's (CFR) Title 2, Subtitle A, Chapter II, Part 200 (also referred to as "2 CFR 200" or "Uniform Guidance") and the Federal Acquisition Regulations (FAR), as applicable.

The following standards apply to all purchases of items and services using Federal funds:

- Transactions shall be conducted lawfully and ethically
- Unnecessary/duplicative purchases are not permitted
- Utilizing a Contractor or supplier on the U.S. Federal Government's Debarred and Suspended List (available at SAM.gov) is prohibited
- All individuals involved in the expenditure of federal monies must avoid any

actual or apparent conflict of interest
- Procurement transactions must be conducted in a manner providing full and open competition
- Opportunities should be provided to minority businesses, women's business enterprises, and labor surplus area firms when possible
- Contracts and purchase orders should include the contract provisions required by 2 CFR 200 Appendix A
- Purchases of goods and services must include documentation detailing the procurement history

In addition to Federal standards, purchases must adhere to applicable local policies and procedures as defined in Montebello Municipal Code Chapters 3.20 and 3.21 and any relevant administrative policies. The most restrictive terms prevail when a conflict is present.

13.0 Non-Commitment of City

While the City intends to select a Contractor through this process, this intention is subject to change at any time during the process. The City does not commit to awarding an agreement, paying any costs incurred in preparing the proposal for this request, and/or procuring or contracting any items or services.

14.0 Labor Requirements

A. **Background:** All personnel engaged in the performance of this work shall be employees of the Contractor and, as such, shall be warranted to possess sufficient experience and reliability to perform this work.

B. **Health:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Contractor allow the use of or presence of alcohol or drugs on the premises or in the building.

C. **Non-Discrimination:** The Contractor shall not engage in discrimination in the employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex, or religion of such persons.

D. **Conduct:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the work properly and acceptably or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.

15.0 Records

The Contractor agrees to permit the City Manager or designee access to records,

reports, files, and other papers or property of the Contractor to audit any performance aspect under this agreement.

16.0 Subcontractors

The Contractor shall be responsible for all work performed under the final agreement and shall keep all work under his control. No portion of the work may be subcontracted without the prior written consent of the City. All subcontractors used on this work shall be under the direct supervision of the Contractor and shall be considered as their employees. Any approved subcontractors must provide insurance indemnifying the City with limits at or exceeding the limits of the Contractor's insurance.

17.0 Modifications/Changes

Changes in the areas serviced and/or specifications may be necessary during the agreement term. Changes in the agreement's requirements and corresponding changes in compensation may be implemented upon mutual understanding between the City and the Contractor. These changes will be processed by the City Manager.

18.0 Disclosure of Information

A. The Contractor agrees that it will not during or after the term of the agreement, disclose any proprietary information or confidential business information of the City, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, Contractor, corporation, association, or other entity or the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information received by the Contractor shall be used exclusively in connection with the performance of services.

B. The Contractor shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Contractor hereunder or mentioning or implying the name of the City or its respective personnel without the prior written consent of the City.

19.0 Ex-Parte Communications

Contractor and Contractor representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about this RFP. This requirement also includes any evaluation panel member, except for designated RFP facilitators. This requirement remains in effect until after award notifications have been made.

This restriction does not prohibit Contractors and their representatives from making oral statements or presentations to City representatives during a scheduled public meeting.

20.0 City of Montebello Rights

At its discretion, the City reserves the right to:

A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:

   i. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
   ii. The Contractor, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
   iii. The Contractor failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.

B. 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;

C. Accept all or any part of a proposal;

D. Cancel the entire RFP;

E. Issue subsequent RFPs; or

F. Waive any errors or informalities in any proposal to the extent law permits.

Please review:

Appendix A – Proposal Content and Format

Appendix B – Cost Proposal

Appendix C – References

Appendix D – Sample Professional Services Agreement

Appendix “A”

Proposal Content and Format

Proposal Content

The contractor shall be responsible for preparing a compelling, clear, and concise proposal. The City is requesting electrical services, which contains at a minimum the following information:

1. **Letter of Interest -** Please include a letter expressing your interest in being considered for the services. Include a statement regarding the vendor's availability to dedicate time, personnel, and resources to this effort. The letter of interest must include a commitment to the availability of the vendor and all key service staff.

2. **Relevant Experience** - Please include information describing your experience providing similar services for public agencies. Provide a minimum of three (3) specific examples of relevant experience. At a minimum, the vendor should provide a list of the most recent projects (i.e., completed within the last five (5) years is preferred, but samples outside of this timeframe will be accepted if relevant) for which the consultant has performed similar services of similar size, scope, and complexity.

   Using Appendix C – References, please provide details regarding each reference. This should include the name, contact person, address, phone number, and e-mail address of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance. The City may contact the individual listed at its discretion.
   Resumes may also be included in this section for any key staff associated with the service.

3. **Conflict of Interest Statement –** The vendor shall disclose any financial, business, or other relationship with the City that may have an impact upon the selection process. If the vendor does not have any such conflicts, a statement declaring such should be included in their submission.

4. **Cost Proposal –** Cost proposal should include the following:

   Total All-Inclusive Not-To-Exceed Maximum Price: The cost proposal should contain all pricing information relative to performing the scope of work as described in this request for proposals. The total all-inclusive maximum not-to-exceed price is to contain all direct and indirect costs, including all out-of-pocket expenses.

   Rates for Additional Services: If it should become necessary for the City to request the successful vendor to render additional services to either supplement services requested in this RFP or to perform any additional work as a result of the specific recommendations included in any report issued resulting from this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City and

the proposer. Any such additional work would be performed at the same rates submitted in the dollar cost bid unless otherwise noted in the proposal.

All proposals must be submitted using the PlanetBids Portal by Thursday, June 4, 2026 at 11:00 AM PST. It is highly encouraged that proposals are submitted ahead of the deadline to avoid any technical difficulties that might be encountered while using the portal.

Proposal Format

To facilitate the evaluation process, all responses are required to adhere to the following format requirements. The City strongly encourages respondents to thoroughly review their proposals prior to submission to ensure they adhere to the requirements. If the proposal is not formatted or does not include all the listed items/sections, it may be deemed non-responsive.

Responses shall not exceed ten (10) pages when printed on 8-½ -inch by 11-inch paper. Font Times New Roman Font (preferred), 12pt font size. The ten (10) page-requirement does **not** include cover letter/letter of transmittal, or any items included as additional attachments. Proposals should also include the following:

1. Title Page showing the request for proposals subject; the vendor's name; the name, address, email and telephone number of the contact person; and the date of the proposal.

2. Table of Contents identifying the items/section listed in the "Proposal Content and Format" section of this RFP.

3. Detailed proposal following the order set forth in the "Proposal Content and Format" of this RFP.

Appendix "B"

Cost Proposal

Contractor Name: _____ Contractor's License # : _____

Fence Installation	**Unit Cost – 6 Foot Fence**	**Unit Cost – 8 Foot Fence**
Common Chain-link (per foot)	$	$
Wrought Iron (per foot)	$	$
Fence Post (per foot)	$	$
Fence Gate (per foot)	$	$
Top Rail (per foot)	$	$
Bottom Rail (per foot)	$	$
Fence Demolition	**Unit Cost – 6 Foot Fence**	**Unit Cost – 8 Foot Fence**
Common Chain-link (per foot)	$	$
Wrought Iron (per foot)	$	$
Fence Post (per foot)	$	$
Fence Gate (per foot)	$	$
Fence Repair	**Hourly Rates**	
Business Hour Rate	$ /hr	
Overtime Rate	$ /hr	
Emergency/Holiday Rate	$ /hr	
Welding		
Business Hour Rate	$ /hr	
Overtime Rate	$ /hr	
Emergency/Holiday Rate	$ /hr	
Total		
Materials Markup: _____%		

Authorized Representative: _____ Signature: _____ Date: _____

Appendix "C"

Reference Sheet

RFP 26 – 11 – On-Call Fence Services

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Appendix “D”

Sample Professional Services Agreement

[See Next Page]

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. _____
WITH CONSULTANT NAME

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **_____, 202X** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and Consultant Name (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide Public Records Request Software services in the CITY; and

WHEREAS, the CONSULTANT represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

a. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. Proposal referenced and Best Final Offer received by the successful proposer.
3. All other documents, including but not limited to all applicable bonds, insurance certificates, notices, schedules, forms, certifications, and affidavits.

b. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

a. All terms, conditions, requirements, and provisions of the Request for Proposals for _____ in the City of Montebello (insert date issued) ("Request for Proposals"), as such is set forth fully in **Exhibit "A**" hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

b. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide _____ services as set forth fully in the Request for Proposals, as such is set forth fully in **Exhibit "A**" hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

c. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall no incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire three (3) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2) one-year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by CITY's applicable, department head.

SECTION 4. PERFORMANCE.

a. The CONSULTANT shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

b. The CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Consultant hereunder, in meeting its obligations under this Agreement.

c. The CONSULTANT shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. The CONSULTANT shall have the right to retain, subject to the CITY's approval, additional individuals, consultants or subconsultants to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subconsultants shall be the sole and exclusive responsibility of the CONSULTANT.

e. The CONSULTANT shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONSULTANT pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONSULTANT.

b. All data, documents, discussion, or other information developed or received by the CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONSULTANT without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONSULTANT agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by the CONSULTANT under this Agreement unless such extra services first shall have been duly authorized in writing by the CITY's City Manager (the "City Manager").

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONSULTANT and shall be the CITY's agent with respect to obtaining the CONSULTANT's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 8. TERMINATION.

In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the CONSULTANT which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONSULTANT, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONSULTANT. The CONSULTANT and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONSULTANT shall only be entitled to

the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (10) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by the CONSULTANT during the term of this Agreement.

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of the CITY shall be personally liable to the CONSULTANT in the event of any default or breach by the CITY, or for any amount which may become due to the CONSULTANT.

SECTION 11. INDEPENDENT CONSULTANT.

a. The CONSULTANT is and shall, at all times, remain as to the CITY a wholly independent consultant. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONSULTANT for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONSULTANT, the CONSULTANT's employees or the CONSULTANT's subconsultants for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. The CITY shall not deduct from the Compensation paid to the

CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONSULTANT. The CITY shall have no responsibility to provide the CONSULTANT, its employees or subconsultants with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONSULTANT is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONSULTANT must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONSULTANT. If this Agreement remains in place, the CONSULTANT shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the CONSULTANT or any employee, agent, or subconsultant of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

The CONSULTANT shall at all times observe and comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this section.

SECTION 14. INDEMNIFICATION.

The CONSULTANT agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed

boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of the CONSULTANT's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

a. During the term of this Agreement, the CONSULTANT shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONSULTANT's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

b. If the CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

c. The CONTACTOR shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

d. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONSULTANT's expense, the premium thereon.

f. **Evidence of Insurance prior to commencement**. The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: [insert designated email]

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.go

With a copy to:
City of Montebello – Department Name
Attn: Name and Title of Department Head
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200 ext.
Email: [ENTER EMAIL ADDRESS]

If to Consultant:
Consultant Name
Attn: _____
Address
City, CA #####
(###) ###-####
Email:

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONSULTANT shall not discriminate against any employee, sub-consultant, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. The CONSULTANT will take affirmative action to ensure that sub-consultant and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

The CONSULTANT covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by the CONSULTANT. The CONSULTANT's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONSULTANT. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[**SIGNATURE PAGE TO FOLLOW**]

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")	("CONSULTANT")
CITY OF MONTEBELLO	**CONSULTANT NAME**
Raul Alvarez, City Manager	Full Name, Title

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Request for Proposals for Services and Contractor's Proposal
- Exhibit B – Schedule of Compensation
- Exhibit C – Labor Law Requirements [Delete if not applicable and/or continue listing Exhibits as applicable]
- Exhibit D – Live Scan Fingerprinting Requirement [Delete if not applicable and/or continue listing Exhibits as applicable]

EXHIBIT 'B'
CONTRACTOR'S PROPOSAL

J&A FENCE
ENGINEERING CORPORATION

824 N. TODD AVE., AZUSA, CA 91702
T. (626) 334-3209 * E. ADMIN@JNAFENCE.COM

June 4th, 2026

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- COST PROPOSAL SHEET

- COMPANY'S PROPOSAL FORMAT

- LETTER OF INTEREST

- RELEVANT EXPERIENCE & CONFLICT OF INTEREST STATEMENT

- REFERENCES SHEET

Appendix "B"

Cost Proposal

Contractor Name: J & A Engineering Corp. dba J & A Fence **Contractor's License # :** 913941

Fence Installation	Unit Cost – 6 Foot Fence	Unit Cost – 8 Foot Fence
Common Chain-link (per foot)	$ 40.00	$ 50.00
Wrought Iron (per foot)	$ 45.00	$ 55.00
Fence Post (per foot)	$ 3.25	$ 4.25
Fence Gate (per foot)	$ 25.00	$ 35.00
Top Rail (per foot)	$ 2.50	$ 3.50
Bottom Rail (per foot)	$ 2.50	$ 3.50
Fence Demolition	**Unit Cost – 6 Foot Fence**	**Unit Cost – 8 Foot Fence**
Common Chain-link (per foot)	$ 5.00	$ 7.00
Wrought Iron (per foot)	$ 2.00	$ 3.00
Fence Post (per foot)	$ 2.00	$ 3.00
Fence Gate (per foot)	$ 3.00	$ 4.00
Fence Repair	**Hourly Rates**	
Business Hour Rate	$ 50.00 /hr	$ 50.00 / hr.
Overtime Rate	$ 75.00 /hr	$ 75.00 / hr.
Emergency/Holiday Rate	$ 80.00 /hr	$ 80.00 / hr.
Welding		
Business Hour Rate	$ 49.00 /hr	$ 49.00 / hr.
Overtime Rate	$ 75.00 /hr	$ 75.00 / hr.
Emergency/Holiday Rate	$ 80.00 /hr	$ 80.00 / hr.
Total		
Materials Markup: 5 %		

Authorized Representative: Miguel Miranda Signature: Miguel Miranda Date: 6/04/26

ESTIMATE

J & A FENCE
824 N. Todd Ave.
Azusa, CA 91702

admin@jnafence.com
+1 (626) 334-3209

J&A FENCE
ENGINEERING CORPORATION

City Of Montebello

Bill to
City of Montebello

Estimate details
Estimate no.: 2526
Estimate date: 06/03/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.	06/04/2026	**Fencing**	Fence Installation per Unit - 6 ft - Common Chain Link Fence per ft.	1	$40.00	$40.00
2.	06/04/2026	**Fencing**	Fence Installation per Unit - 8 ft - Common Chain Link Fence per ft.	1	$50.00	$50.00
3.		**Fencing**	Fence Installation per Unit - 6 ft - Wrought Iron Fence per ft.	1	$45.00	$45.00
4.		**Fencing**	Fence Installation per Unit - 8 ft - Wrought Iron Fence per ft.	1	$55.00	$55.00
5.		**Fencing**	Fence Post Installation per Unit - 6 ft - Fence Post per ft	1	$3.25	$3.25
6.		**Fencing**	Fence Post Installation per Unit - 8 ft - Fence Post per ft	1	$4.25	$4.25
7.		**Gate**	Fence Gate Installation per Unit - 6 ft - Fence Gate per ft	1	$25.00	$25.00
8.		**Gate**	Fence Gate Installation per Unit - 8 ft - Fence Gate per ft	1	$35.00	$35.00
9.		**Fencing**	Top Rail Installation per Unit - 6 ft - Fence Post per ft	1	$2.50	$2.50
10.		**Fencing**	Top Rail Installation per Unit - 8 ft - Fence Post per ft	1	$3.50	$3.50
11.		**Fencing**	Bottom Rail Installation per Unit - 6 ft - Fence Post per ft	1	$2.50	$2.50
12.						

12.	Fencing	Bottom Rail Installation per Unit - 8 ft - Fence Post per ft	1	$3.50	$3.50
13.	Fencing	Fence Demo per Unit - 6 ft - Common Chain Link Fence per ft.	1	$5.00	$5.00
14.	Fencing	Fence Demo per Unit - 8 ft - Common Chain Link Fence per ft.	1	$7.00	$7.00
15.	Fencing	Fence Demo per Unit - 6 ft - Wrought Iron Fence per ft.	1	$2.00	$2.00
16.	Fencing	Fence Demo per Unit - 8 ft - Wrought Iron Fence per ft.	1	$3.00	$3.00
17.	Fencing	Fence Demo per Unit - 6ft. - Fence Post per ft.	1	$2.00	$2.00
18.	Fencing	Fence Demo per Unit - 8ft. - Fence Post per ft.	1	$3.00	$3.00
19.	Gate	Fence Demo per Unit - 6ft. - Fence Gate per ft.	1	$3.00	$3.00
20.	Gate	Fence Demo per Unit - 8ft. - Fence Gate per ft.	1	$4.00	$4.00
21.	Repair Work	Fence Repair per hour - Business Hour Rate	1	$50.00	$50.00
22.	Repair Work	Fence Repair per hour - Overtime Rate	1	$75.00	$75.00
23.	Repair Work	Fence Repair per hour - Emergency/Holiday Rate	1	$80.00	$80.00
24.	Welding	Welding per hour - Business Hour Rate	1	$50.00	$50.00
25.	Welding	Welding per hour - Overtime Rate	1	$75.00	$75.00
26.	Welding	Welding per hour - Emergency/Holiday Rate	1	$80.00	$80.00
27.		Material Markup: 5%			
			Total		**$708.50**

Accepted date

Accepted by

J&A FENCE
ENGINEERING CORPORATION

824 N Todd Ave, Azusa CA, 91702
(626) 334-3209
admin@jnafence.com

04 June 2026

City of Montebello- Public
Works Department
1600 W Beverly Boulevard,
Montebello, CA 90640

Subject: On-Call Fencing Services

Dear City of Montebello Team,

I am writing on behalf of J & A Engineering Corp. to express our interest in being considered for the On-Call Fencing Services contract with the City of Montebello.

At J & A Engineering Corp., we are committed to providing reliable, high-quality fencing solutions that meet the needs of our customers. We understand the importance of responsive, timely service and are prepared to prioritize the needs of the City of Montebello throughout the duration of this contract.

My team has the experience, equipment, and expertise necessary to perform a wide range of fencing installation, repair, replacement, and maintenance services. We are confident in our ability and dedicated to delivering quality workmanship , maintaining safe work practices, and completing projects efficiently.

J & A Engineering Corp. understands the commitment we will undertake if we are approved. We understand that emergencies will arise, and our team will find solutions as soon as possible to ensure the necessary time, qualified personnel, equipment, and resources are dedicated to successfully performing the requested services.

We appreciate your consideration and welcome the opportunity to support the City of Montebello with its fencing service needs. Thank you for your time and consideration.

Sincerely,
Mike Miranda
President
J & A Engineering Corp

J&A FENCE
ENGINEERING CORPORATION

824 N Todd Ave, Azusa CA, 91702
(626) 334-3209
admin@jnafence.com

04 June 2026

Relevant Experience

- In 2026, provided repair services at various locations throughout the City of Fontana.
- In 2024, completed the installation of fencing and gates, along with repair services, at parks and throughout the City of Glendale.
- In 2022, performed chain-link fence and gate installations at various city parks for the City of Santa Ana.

Conflict of Interest Statement

There is no conflict of interest with the City of Montebello

Appendix "C"

Reference Sheet

RFP 26 – 11 – On-Call Fence Services

Entity Name Garden Grove Unified School District

Business Address 10331 Stanford Avenue, Garden Grove, CA 92840

Name of Contact John Swift

Title Contact Project Manager

Telephone Number of Contact (714) 663-6442

Email of Contact pm-john@ggusd.us

Description of Project Installation of new wrought iron and vinyl coated chain link fence and gates

Date of Service November 2025

Entity Name Brea-Olinda ES

Business Address 1 Civic Center Circle, Level 2, Brea, Ca 92821

Name of Contact Jeff Ferrato

Title Contact Project Manager

Telephone Number of Contact (714) 990-7838

Email of Contact jferrato@bousd.us

Description of Project Fencing Upgrades

Date of Service October 2025

Entity Name Ledesma & Meyer

Business Address 9441 Haven Ave, Rancho Cucamonga, Ca 91703

Name of Contact Jaime Velazquez

Title Contact Manager

Telephone Number of Contact (909) 276-1076

Email of Contact jaimeV@imcci.com

Description of Project Installation of chain link fence and gates

Date of Service June 2023

ITEM # 23

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Joseph Palombi, Director of Planning & Community Development

SUBJECT: **ADOPT RESOLUTION APPROVING A LEASE AGREEMENT WITH MAOF PROPERTIES, INC. FOR THE USE OF A DIGITAL MESSAGE BOARD FOR THE PROPERTY LOCATED AT 401 N. GARFIELD AVENUE**

DATE: June 24, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 26-45, approving Sign Lease Agreement No. 4524 between the City of Montebello and MAOF Properties Inc.; and
2. Authorize the City Manager, or designee, to execute the Agreement and any non-substantive administrative documents necessary to implement the Agreement; and
3. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

Sign Lease Agreement No. 4524 (the "Agreement") requires the City to pay annual rent of one dollar ($1.00) per year. No additional operational, maintenance, utility, or capital expenditures are anticipated. Any costs associated with preparing and submitting City advertisements would be absorbed within existing departmental budgets.

BACKGROUND/DISCUSSION:

The Mexican American Opportunity Foundation (MAOF) owns property located at 401 North Garfield Avenue in the City of Montebello. MAOF is proposing the installation and operation of a digital message board on its property, subject to applicable City of Montebello approvals and permitting requirements.

Pursuant to the Agreement, the City would periodically utilize the sign's display time for municipal communications, public service announcements, community events, emergency notifications, and other informational messaging that serves Montebello residents and businesses. The proposed Sign Lease Agreement establishes the terms under which the City may utilize the digital message board while preserving MAOF's ownership and operational control of the sign.

ENVIRONMENTAL:

The proposed action consists of approval of a lease agreement governing the City's use of advertising space on a digital message board and does not, by itself, authorize construction or physical changes to the environment. The action is not a project pursuant to Section 15378 of the California Environmental Quality Act (CEQA) Guidelines. Alternatively, the action may be considered exempt under CEQA Guidelines Section 15061(b)(3), the common-sense exemption, because it can be seen with certainty that approval of the Agreement will not have a significant effect on the environment.

ANALYSIS:

The proposed Agreement provides the City with a non-exclusive right to display City announcements, sponsored events, programs, and other public information on the digital message board located at 401 North Garfield Avenue. Under the Agreement, the City may advertise up to twelve (12) City-sponsored events per calendar year and may utilize up to five percent (5%) of the sign's total advertising time. City advertisements would generally be displayed during the two-week period preceding an advertised event and would be incorporated into the sign's normal operating schedule.

The Agreement would become effective upon execution and would commence when the sign becomes operational. The initial lease term is ten (10) years, with automatic annual renewals thereafter unless terminated in accordance with the Agreement.

The City will pay MAOF an annual lease payment of one dollar ($1.00) per year. MAOF would be responsible for all costs associated with operation, maintenance, repairs, electricity, and other utilities necessary for operation of the sign. The City would incur no maintenance or utility obligations under the Agreement.

The Agreement contains customary provisions regarding termination, assignment, notices, attorney fees, governing law, and mutual indemnification. The indemnification language requires each party to defend and indemnify the other against claims arising from its own acts or omissions.

Approval of the Agreement would provide the City with a valuable public communication tool at minimal cost while expanding opportunities to promote community events, public programs, emergency notifications, and other information of public interest.

SUMMARY:

The proposed Sign Lease Agreement advances the City's strategic goals of enhancing community engagement, improving public communication, and strengthening partnerships with community-based organizations. The Agreement provides the City with a cost-effective platform to disseminate information regarding City programs, events, public safety messaging, and community initiatives to residents and visitors along a major commercial corridor.

Staff recommends approval of the proposed Sign Lease Agreement because it provides a valuable public communication resource at a nominal cost to the City while leveraging a partnership with MAOF to expand outreach opportunities for City services, programs, and events.

ATTACHMENT(S)

1. Attachment A - CC Resolution 26-45_MAOF Sign Lease Agreement
2. Attachment B - Lease Agreement_MAOF
3. Attachment C - MAOF Montebello Sign Plans

ATTACHMENT A

RESOLUTION NO. 26-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING A SIGN LEASE AGREEMENT WITH MAOF PROPERTIES INC. FOR THE PROPERTY LOCATED AT 401 NORTH GARFIELD AVENUE

RECITALS

WHEREAS, the City of Montebello (the "City" or "Lessee") intends to utilize a digital sign owned by MAOF Properties Inc. ("Lessor") for the periodic display of public messaging at 401 North Garfield Avenue, Montebello, California (Los Angeles County Assessor's Parcel Number 6343-027-014) (the "Property"); and

WHEREAS, Lessor is the owner of the proposed digital sign to be located on the Property; and

WHEREAS, the City desires to enter into a Sign Lease Agreement (the "Lease") with Lessor for a ten (10) year term to allow the City to display City announcements, sponsored events, public service information, and other City-related messaging on the digital sign; and

WHEREAS, pursuant to the Lease, the City shall have the right to advertise up to twelve (12) City events per calendar year and utilize up to five percent (5%) of the sign's total advertising time; and

WHEREAS, the City shall pay to Lessor annual rent in the amount of one dollar ($1.00) per year commencing on the date the digital sign becomes operational; and

WHEREAS, the City Council finds that the Lease will provide a valuable public communication resource to disseminate information regarding City programs, services, events, emergency notifications, and other matters of public interest; and

WHEREAS, the City desires to enter into the Lease to further its public outreach and community engagement efforts.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:

SECTION 1. The City Council hereby finds that the foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. Based upon all information presented to the City Council during its consideration of this matter, the City Council hereby approves Sign Lease Agreement No. 4524 between the City of Montebello and MAOF Properties Inc., substantially in the form presented to the City Council and approved as to form by the City Attorney.

SECTION 3. The City Council hereby authorizes the City Manager, or designee, to execute the Sign Lease Agreement and any ancillary documents reasonably necessary to implement, administer, and effectuate the intent of this Resolution.

SECTION 4. The adoption of this Resolution is not subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15060(c)(2) because the activity will not result in a direct or reasonably foreseeable indirect physical change to the environment. In addition, the action is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3), the common-sense exemption, because it can be seen with certainty that there is no possibility that approval of the Lease will have a significant effect on the environment. The Lease merely authorizes the City's use of advertising space on a privately owned digital sign and does not authorize construction or any physical modification to the Property.

SECTION 5. The City Council finds that approval of the Lease advances the City's Strategic Plan goals of enhancing community engagement, improving public communication, and strengthening partnerships with community-based organizations by providing a cost-effective platform for dissemination of City information and public service announcements.

SECTION 6. The City Clerk shall certify to the passage and adoption of this Resolution, and the same shall thereupon take effect and be in full force and effect.

APPROVED AND ADOPTED this 24th day of June, 2026.

_____
Georgina Tamayo, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 26-45 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 24th day of June 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

ATTACHMENT B

CITY OF MONTEBELLO

SIGN LEASE AGREEMENT NO. 4524
WITH THE MEXICAN AMERICAN OPPORTUNITY FOUNDATION ("MAOF") PROPERTIES INC.

This Sign Lease Agreement ("Lease") is made and effective on _____ ("Effective Date"), by and between the MAOF Properties Inc. ("Lessor") and the City of Montebello, a municipal corporation (referred to as either "Lessee" or "City"). The Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed by the Parties as follows:

1. **SIGN**. Lessor does hereby lease and demise to Lessee, for outdoor advertising purposes, a digital sign fronting the Lessor's property located at 401 N. Garfield Ave., Montebello, California 90640 or Los Angeles County Assessor's Parcel No. 6343-027-014 (the "Sign") as legally described and depicted in **Exhibit "A-1 and A-2"** attached hereto and incorporated by this reference. The Sign shall remain the exclusive property of Lessor and Lessor shall have the right to remove the Sign at the expiration or earlier termination of this Lease. Lessor desires to lease the Sign to Lessee, and Lessee desires to lease the Sign from Lessor subject to the terms and upon the covenants, conditions, and provisions herein set forth.

2. **TERM OF LEASE**. The term of this Lease shall be ten (10) years commencing on the date the Sign becomes operational (the "Initial Term"). This Lease will renew automatically at the end of the Initial Term on a year-to-year basis ("Extended Term"), on the same terms as set forth herein, unless this lease is terminated pursuant to Paragraph 3.

3. **TERMINATION OF LEASE**. During the Initial Term or any Extended Term, either Party may terminate this Lease if the other Party breaches the terms set forth herein. The non-breaching Party shall send written notice to the breaching Party specifying the breach. The breaching Party shall then have thirty (30) days to cure the specified breach. If the breaching Party fails to cure the specified breach within such period of time, the non-breaching Party may terminate this Lease. After the Initial Term, either Party terminate this Lease at any time upon giving thirty (30) days written notice of termination.

4. **RENTAL**. Lessee shall pay to Lessor annual rent in the amount of one dollar ($1.00) per year commencing on the Sign's Operational Date. For purposes of this Section, the Operational Date shall mean the date that the Sign is legal and functionally capable of displaying advertising or messages.

5. **LESSEE'S RIGHT TO USE SIGN**. Lessor hereby grants Lessee a non-exclusive right to use the Sign for the advertisement of City announcements, sponsored events, and programs that serve the needs of the City and its residents and businesses ("City Ad"). Lessee is permitted to advertise up to (12) City events per calendar year and the right to use up to five percent (5%) of the total advertising time for City Ads. The City Ad shall be displayed during the Sign's operating hours spread out equally through the Sign's operating hours for a period of two (2) weeks prior to the advertised City event in the same manner as other advertisements displayed on the Sign, but in no case shall the City Ad be displayed for less than eight (8) seconds at a time. The City shall submit a proposed copy to Lessor not less than ten (10) business days prior to the date the copy is proposed to be displayed. All proposed City Ads shall be prepared by and submitted at the City's sole cost and, shall be in a format ready for posting on the Sign. Lessor, in its sole discretion, shall have the right to reject, in writing to the Lessee no less than five (5) business days prior to the date the copy is proposed to be displayed. Lessee represents and warrants that all copy, content, and materials

supplied by City for display under this Lease: (i) are owned or duly licensed by Lessee and do not infringe or misappropriate the rights of any other person or entity; (ii) comply with all applicable federal, state, and local laws, rules and regulations and any industry codes or rules by which Lessee and/or Lessor may be bound and do not contain any obscene, libelous, slanderous or otherwise defamatory materials or refer in an offensive manner to the gender, race or ethnicity of any individual or group; (iii) are accurate and that all claims contained therein have been substantiated; and (iv) do not infringe upon any copyright, trademark or other intellectual property or privacy right of any third party. The Sign shall operate seven (7) days per week, 365 days per year.

6. **ASSIGNMENTS AND SUBLEASES**. Lessee may not assign or otherwise transfer this Lease or any interest herein, and this Lease is not assignable by operation of law without Lessor's prior written consent. Lessor shall respond in writing within thirty (30) days of receipt of any request by Lessee for an assignment or sublease of this Lease.

7. **UTILITIES**. Lessor shall be responsible for electricity and other services and utilities in connection with the use and operation of the Sign during the Term of the Lease. Lessee shall have no responsibility for any utilities costs, fees, or assessments associated with the operation of the Sign whatsoever.

8. **PROPERTY TAXES**. Lessor shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the lease term.

9. **MAINTENANCE AND REPAIR**. Lessor shall be responsible for all the repair and maintenance of the Sign and related improvements on the premises at the sole cost of the Lessor. Lessor does not guarantee that the Sign will be operational at all times. Lessor shall run City Ads so long as the Sign is operational.

10. **MUTUAL INDEMNIFICATION**. Each Party hereby agrees to indemnify, defend and hold the other Party, its officials, officers, employees, consultants, contractors, and agents (collectively, "Representatives") harmless from and against any and all damages or other amounts payable to a third party claimant, as well as any reasonable attorneys' fees and costs of litigation (collectively, "Damages") arising out of or resulting from any claim, suit, proceeding or cause of action (each, a "Claim") brought by a third party against a Party or its Representatives based on any act or omission by the indemnifying Party or its Representatives. .

11. **ATTORNEYS FEES**. In the event that any action is brought by either Party as against the other Party for the enforcement or declaration of any right or remedy in or under this Lease or for the breach of any covenant or condition of this Lease, the prevailing party will be entitled to recover, and the other party agrees to pay, all fees and costs to be fixed by the court including, but not limited to, attorneys' fees.

12. **NOTICE**. Lessor and Lessee shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other Party. Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Lessor: MAOF Properties Inc.
401 N. Garfield Avenue
Montebello, CA 90640
Attn: Real Estate Department

If to Lessee: City of Montebello
1600 W. Beverly Blvd.

Montebello, CA 90640
Attn: Director of Planning and Community Development

13. **FINAL AGREEMENT**. This Lease constitutes the entire agreement among the Parties and there are no conditions, representations, or agreements regarding the subject matter of this Lease, which are not expressed herein. This Lease supersedes any prior or contemporaneous agreements, representations, and negotiations.

14. **MODIFICATIONS**. Neither modification of this Lease nor any waiver of a provision hereof shall be of any force or effect unless the same is in writing and signed by the Parties hereto. Lessor and Lessee agree to mutually consider reasonable requests for amendments to this Lease that may be made by either of them, provided such requests are consistent with this Lease and would not materially alter the basic terms included in this Lease.

15. **TITLES AND HEADINGS**. Titles and headings used in this Lease are for convenience of reference only and shall not be considered in interpreting the meaning of any provision of this lease.

16. **SEVERABILITY**. If any term, provision, condition or covenant of this Lease or its application to any Party or circumstance is held, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, will not be affected and will be valid and enforceable to the fullest extent permitted by law.

17. **GOVERNING LAW**. This Lease shall be governed, construed and interpreted by, through and under the laws of the State of California.

[*Signatures on the following page*]

IN WITNESS WHEREOF, the Parties have executed this Lease as of the day and year first above written.

MAOF PROPERTIES INC. ("Lessor")

By:_____

Its:_____

Date:_____

CITY OF MONTEBELLO, a municipal corporation ("Lessee")

By:_____
Raul Alvarez, City Manager

Date:_____

ATTEST:

By:_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

By:_____
Arnold M. Alvarez-Glasman
City Attorney

EXHIBITS:

- A-1
- A-2

Exhibit “A-1”

LEGAL DESCRIPTION

P M 265-19-20 LOT 2

Exhibit "A-2"

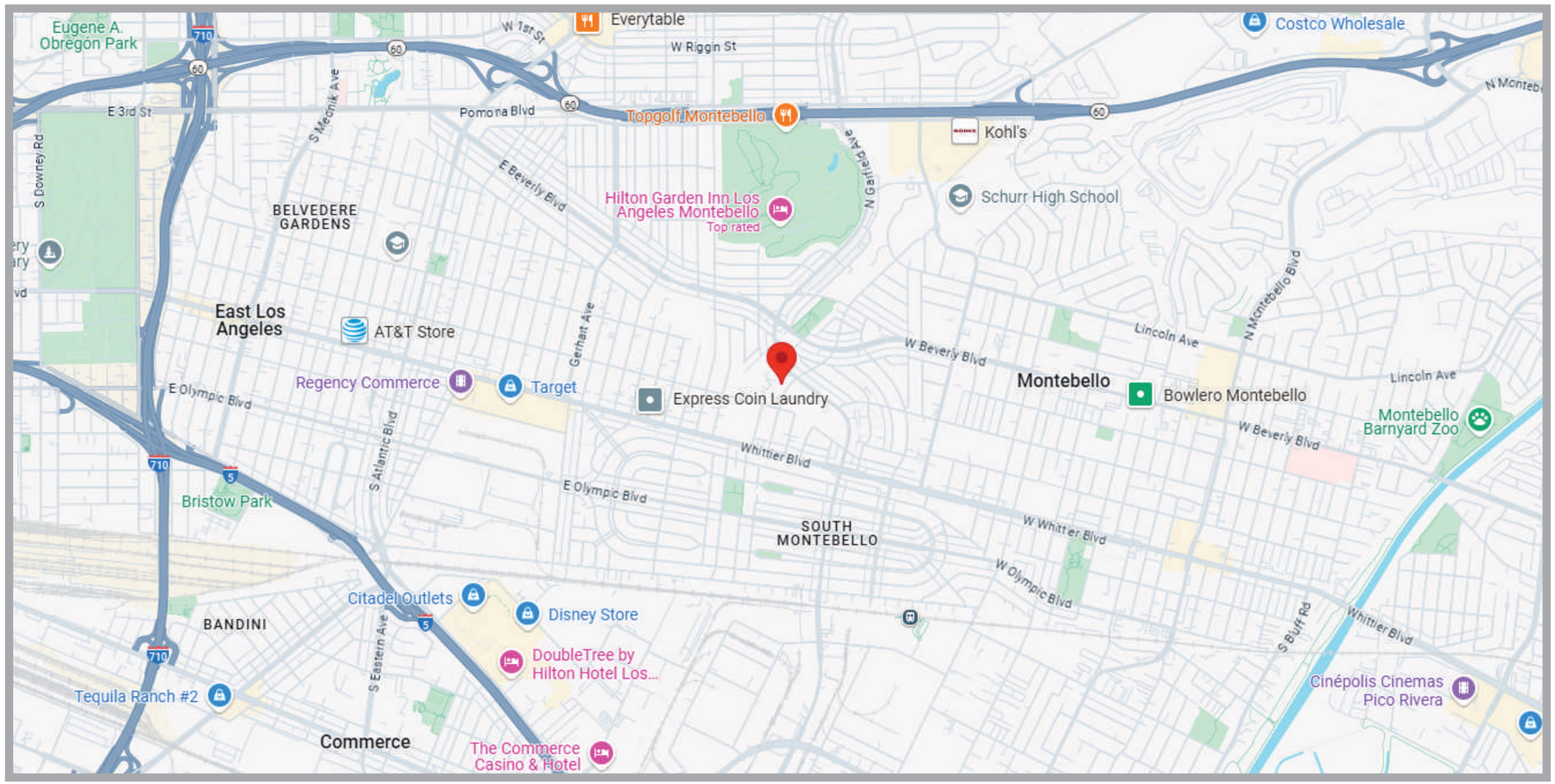
SITE AERIAL

ATTACHMENT C

MAOF

Mexican American Opportunity Foundation

401 N Garfield Ave., Montebello, CA 90640



1 **Vicinity Map**

Scale: NTS

MEGAHERTZ
Electric • Signs • Lighting
CONTRACTOR LICENSE #898078

1290 Monterey Pass Road,
Monterey Park, CA 91754
Phone: 818.566.1850
Fax: 818.566.1821
www.megahertzsign.com

MAOF

Location:
401 N Garfield Ave
Montebello, CA 90640

Date: 05/08/2025
Salesperson: Melissa Nava
Coordinator:
Designer: Vincent Nino
Scale: As Noted

Revisions

1 5/29/25 opt 2, add details

CUSTOMER APPROVAL

Customer Signature Date

COPY, COLORS & SIZES

MegaHertz Electric & Signs does NOT provide primary electrical to sign location- ***RESPONSIBILITY OF OTHERS!***

Customer Signature Date

This design is the exclusive property of MegaHertz Electric & Signs and cannot be reproduced in whole or in part, without their prior written approval.

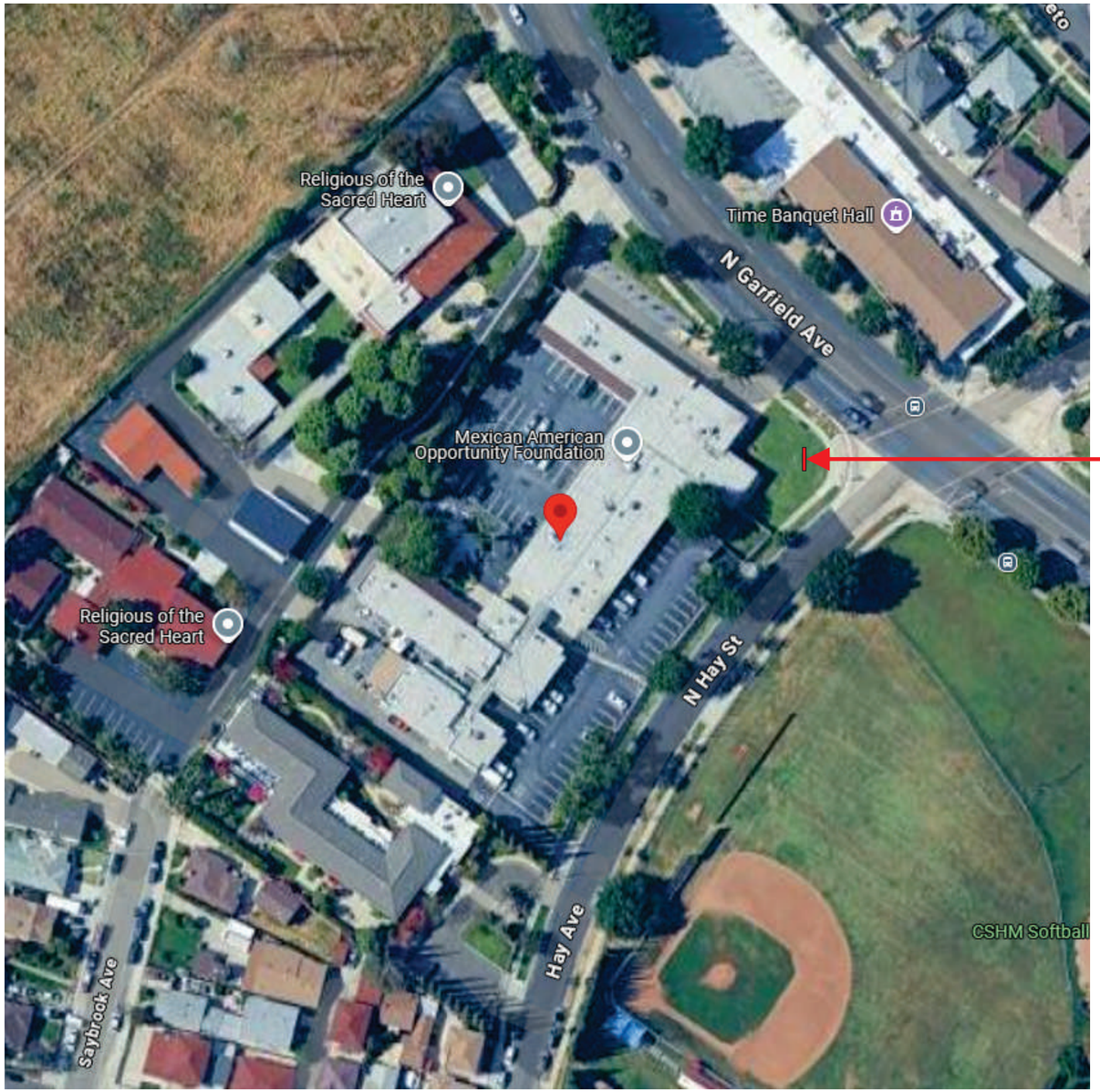
ALL ELECTRICAL COMPONENTS
Underwriters Laboratories Inc.
APPROVED

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRIC CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

Drawing Number: R01

Work Order Number: 00000

Sheet: 1 Of : 5



1 **Plot Plan**
Scale: nts

N

TRUE
N
W E
S

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Drawing Number: R01

Work Order Number: 00000

Sheet: 2 Of : 5

1 **Northeast Elevation - Proposed Signage**
Scale: nts

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1 5/29/25 opt 2, add details

CUSTOMER APPROVAL

Customer Signature Date

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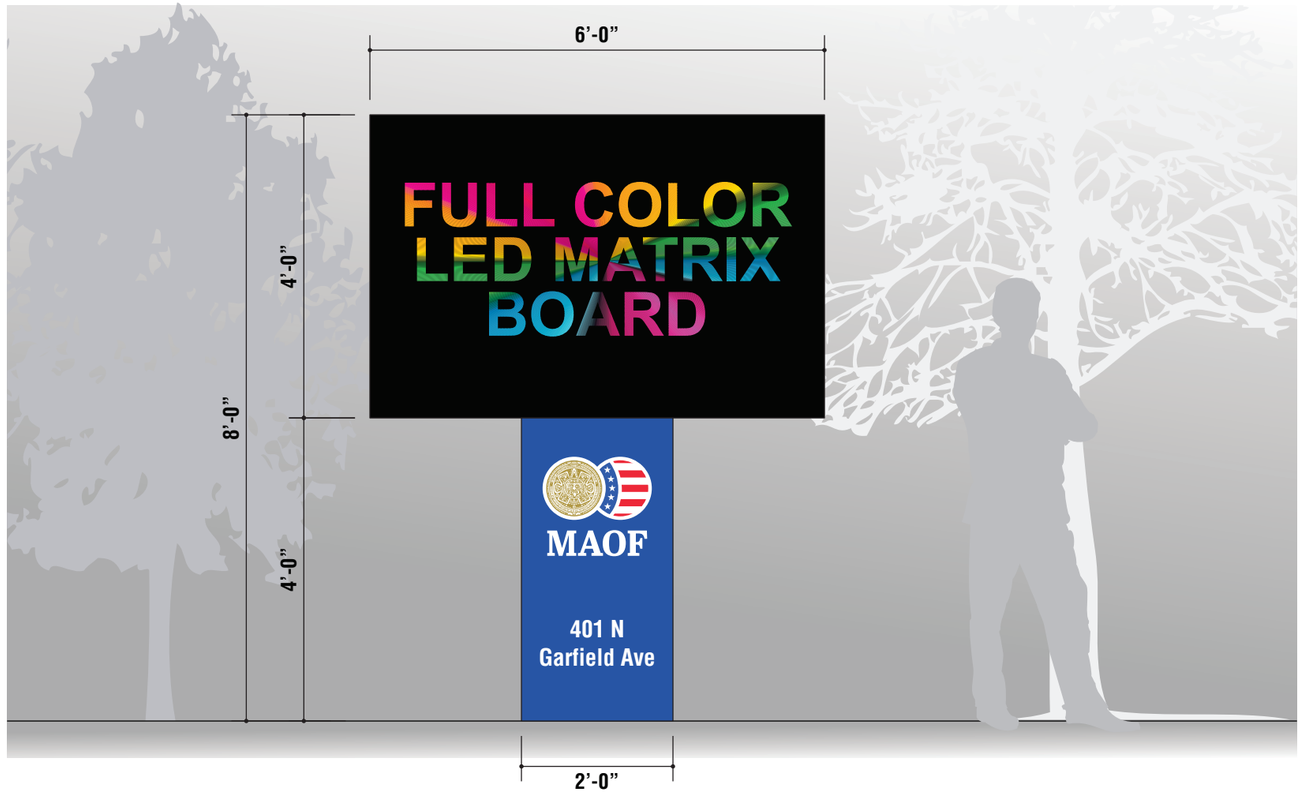
Drawing Number: R01
Work Order Number: 00000
Sheet: 3 Of : 5

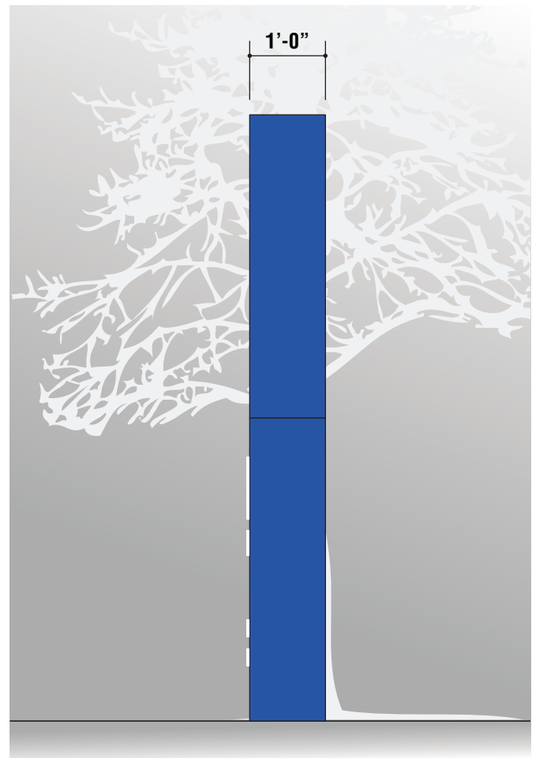


A Sign Elevation Layout — Square Footage: 24.00

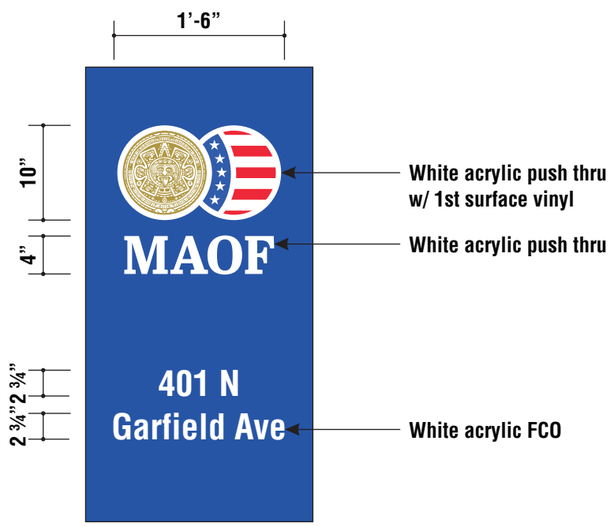
Qty: One (1) Required — Scale: ½" = 1'-0"

Manufacture and install signle face illuminated pylon sign

Cabinet:	(1) S/F LED board
Returns:	12" deep painted to match PMS 7455 C
Post:	TBD by engineer
Pole cover:	Aluminum painted to match PMS 7455 C
Note:	Footing TBD by engineer



1 Side View — Scale: ½" = 1'-0"



2 Pole cover detail — Scale: ¾" = 1'-0"

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www.megahertzsign.com

MAOF

Location:
401 N Garfield Ave
Montebello, CA 90640

Date: 05/08/2025
Salesperson: Melissa Nava
Coordinator:
Designer: Vincent Nino
Scale: As Noted

Revisions

1 5/29/25 opt 2, add details

CUSTOMER APPROVAL

Customer Signature — Date

COPY, COLORS & SIZES

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Customer Signature — Date

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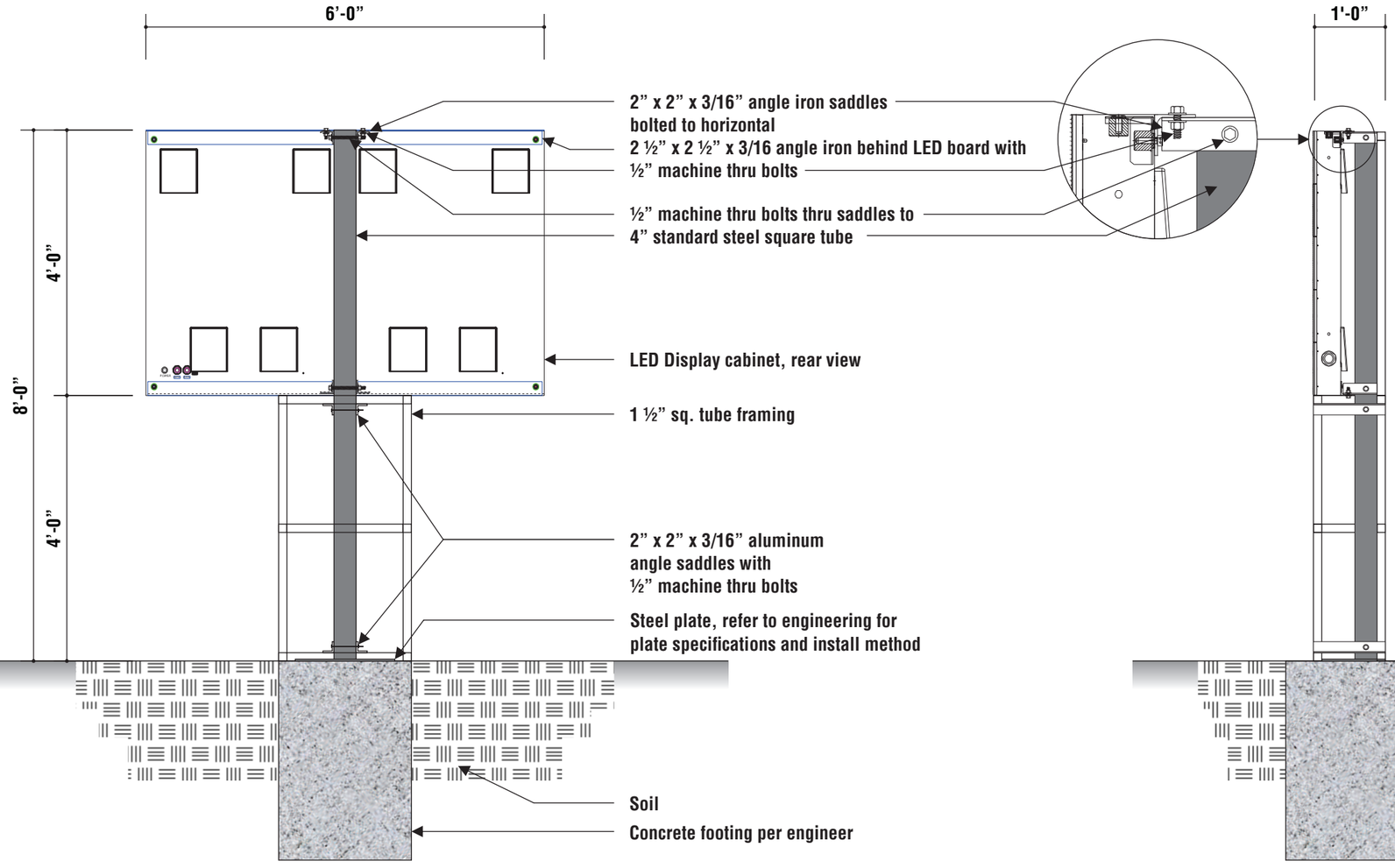
Drawing Number: R01

Work Order Number: 00000

Sheet: 4 Of : 5



1 **Construction Detail - Rear View**
Scale: ½" = 1'-0"

2 **Construction Detail - Side View**
Scale: ½" = 1'-0"

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Customer Signature Date

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Drawing Number: R01

Work Order Number: 00000

Sheet: 5 Of : 5

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 BLANKET PURCHASE ORDERS WITH AFTERMARKET PARTS COMPANY LLC, AMERICAN MOVING PARTS LLC, CUMMINS CAL PACIFIC LLC, INLAND KENWORTH, INC., WAYNE HARMEIER, INC., AND RUSH TRUCK CENTERS OF CALIFORNIA INC. FOR MAINTENANCE-RELATED BUS PARTS, FIRE APPARATUS PARTS, AND VEHICLE FLEET PARTS**

DATE: June 24, 2026

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 (NTE) amount of $300,000, to purchase maintenance-related bus parts for Fiscal Year 2026-27; and
2. Approve establishing a blanket PO with American Moving Parts LLC (American Moving Parts), for a total NTE amount of $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 2026-27; and
3. Approve establishing a blanket PO with Cummins Cal Pacific LLC (Cummins Pacific), for a total NTE amount of $140,000, to purchase maintenance-related bus and fleet parts for both MBL and the MFD for FY 2026-27; and
4. Approve establishing a blanket PO with Inland Kenworth, Inc. (Inland Kenworth), for a total NTE amount of $75,000, to purchase maintenance-related bus parts for FY 2026-27; and
5. Approve establishing a blanket PO with Wayne Harmeier, Inc. (dba Wayne Electric Company), for a total NTE amount of $80,000, to purchase maintenance-related bus parts for FY 2026-27; and

6. Approve establishing a blanket PO with Western States Converters & Transmissions, Inc. (Western States), for a total NTE amount of $75,000, to purchase maintenance-related bus parts for FY 2026-27; and
7. Approve establishing a blanket PO with Rush Truck Centers of California, Inc. (Rush Truck), for a NTE amount of $100,000, to purchase maintenance-related bus and vehicle fleet parts for FY 2026-27; and
8. Take such additional, related, action as may be desirable.

FISCAL IMPACT:

Sufficient funds have been appropriated in the Fiscal Year 2026-27 adopted operating budget within the Transit Fund and General Fund for the various blanket purchase orders and related bus and vehicle parts and equipment purchases. Therefore, no budget amendment is required as part of the recommended actions. Tables 1-7 detail the allocated amounts and corresponding account numbers:

Table 1: Aftermarket Parts – Proposed PO Amount for FY 2026-27

Department	Expense Account	Proposed Amount
Transportation	600-90-915-6080.50	$300,000
TOTAL		**$300,000**

Table 2: American Moving Parts – Proposed PO Amount for FY 2026-27

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 2026-27

Department	Expense Account	Proposed Amount
Fire	100-85-860-6080.30	$60,000
Transportation	600-90-915-6080.50	$80,000
TOTAL		**$140,000**

Table 4: Inland Kenworth – Proposed PO Amount for FY 2026-27

Department	Expense Account	Proposed Amount
Transportation	600-90-915-6080.50	$75,000
TOTAL		**$75,000**

Table 5: Wayne Electric Company – Proposed PO Amount for FY 2026-27

Department	Expense Account	Proposed Amount
Transportation	600-90-915-6080.50	$80,000
TOTAL		**$80,000**

Table 6: Western States – Proposed PO Amount for FY 2026-27

Department	Expense Account	Proposed Amount
Transportation	600-90-915-6080.50	$75,000
TOTAL		**$75,000**

Table 7: Rush Truck – Proposed PO Amount for FY 2026-27

Department	Expense Account	Proposed Amount
Transportation	600-90-915-6080.50	$100,000
TOTAL		**$100,000**

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 thirteen (13) support vehicles, which all require ongoing maintenance. The most efficient and cost-effective way to purchase replacement bus, fire apparatus, and vehicle fleet parts is to establish blanket purchase orders (POs) with the primary companies that supply these maintenance-related parts.

Staff will utilize the City's procurement processes in accordance with the Montebello Municipal Code (MMC), Section 3.20.050(B) – Conformance with Bidding Procedures and Section 3.20.125(A-B) – Piggybacking Purchasing Agreements, as applicable. The sole-source and piggyback procurement methods will be used for the acquisition of various goods and services, 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.
- ***Cummins 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.
- ***Western States:*** Transmission units and related parts.
- ***Rush Truck***: engine and emission parts, engine cooling components, and transmissions.

Montebello Municipal Code (MMC) Sections 3.20.050(B) and 3.20.125(A-B) authorize alternative procurement methods when formal bidding is not required or practical. Staff recommend establishing blanket POs through both the piggyback and sole-source procurement processes to ensure the timely acquisition of maintenance-related and OEM parts necessary for the continued operation of the Monteello Bus Lines (MBL) and Montebello Fire Department (MFD) fleets. This includes utilizing competitively awarded cooperative purchasing agreements through Sourcewell (Attachment B), as well as approved sole-source vendors that provide specialized parts and equipment. These procurement methods promote operational efficiency, cost savings, and compliance with the City's purchasing requirements.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

For FY 2026-27, staff recommend the City Council approve establishing a blanket PO with Aftermarket Parts for a total not-to-exceed (NTE) amount of $300,000, to purchase maintenance-related bus parts; approve establishing a blanket PO with American Moving Parts for a total NTE 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 NTE amount of $140,000, to purchase maintenance-related bus and fleet parts for MBL and MFD; approve establishing a blanket PO with Inland Kenworth for a total NTE amount of $75,000, to purchase maintenance-related bus parts; approve establishing a blanket PO with Wayne Electric Company for a total NTE amount of $80,000, to purchase maintenance-related bus parts; approve establishing a blanket PO with Western States for a total NTE amount of $75,000, to purchase bus transmission

units and related parts; approve establishing a blanket PO with Rush Truck for a total NTE amount of $100,000, to purchase maintenance-related bus and vehicle parts; and take such additional, related, action as may be desirable.

The adopted FY 2026-27 budget includes funding in the Transit and Fire Department budgets for the purchases of vehicle parts under each of these blanket purchase orders.

ATTACHMENT(S)

1. Attachment A – Purchase Orders
2. Attachment B – Sourcewell Contract No. 032824-RTG – Rush Truck Enterprises

FY 26/27

CITY OF MONTEBELLO

FINANCE DEPARTMENT

PURCHASE ORDER COVER LETTER

Vendor: **THE AFTERMARKET PARTS COMPANY LLC DBA: NFI PARTS**
PO BOX 857758
MINNEAPOLIS , MN 55485-7758

Vendor No. **60710**

Agreement/Contract No. : **N/A**

Item(s) Being Purchased/Services: **FY 26-27 BLANKET PO BUS PARTS**

Reason for Purchase: **BUS PARTS**

Purchase Requestor: **YESSICA CARRASCO-GARCIA** Signature: _____

Supplies: **$300,000** Service: Account Number: **600-90-915-6080.50**

Total Amount of Purchase: **$300,000** Shipping Cost:

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: **PO WAS APPROVED DURING THE CITY COUNCIL MEETING ON JUNE 25,2026**

Purchase Order Input By: _____ Date: _____

Purchase Order Approved By: _____ Date: _____

Assistant City Manager: _____ Date: _____

City Manager: _____ Date: _____

FY 26/27

CITY OF MONTEBELLO

FINANCE DEPARTMENT

PURCHASE ORDER COVER LETTER

Vendor: **AMERICAN MOVING PARTS**
4408 WORTH STREET
LOS ANGELES , CA 90063

Vendor No. **47980**

Agreement/Contract No. : **N/A**

Item(s) Being Purchased/Services: **FY 26-27 BLANKET PO BUS/FIRE ENGINE PARTS**

Reason for Purchase: **BUS/FIRE ENGINE PARTS**

Purchase Requestor: **YESSICA CARRASCO-GARCIA** Signature: _____

Supplies: **$140,000** Service: Account Number: **600-90-915-6080.50 (40k)**
100-85-860-6080.30 (100k)

Total Amount of Purchase: **$140,000** Shipping Cost:

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: **PO WAS APPROVED DURING THE CITY COUNCIL MEETING ON JUNE 25,2026**

Purchase Order Input By: _____ Date: _____

Purchase Order Approved By: _____ Date: _____

Assistant City Manager: _____ Date: _____

City Manager: _____ Date: _____

FY 26/27

CITY OF MONTEBELLO

FINANCE DEPARTMENT

PURCHASE ORDER COVER LETTER

Vendor: **CUMMINS PACIFIC LLC**
PO BOX 772639
DETROIT , MI 48277-2639

Vendor No. **950**

Agreement/Contract No. : **N/A**

Item(s) Being Purchased/Services: **FY 26-27 BLANKET PO BUS PARTS**

Reason for Purchase: **BUS PARTS**

Purchase Requestor: **YESSICA CARRASCO-GARCIA** Signature: _____

Supplies: **$140,000** Service: Account Number: **600-90-915-6080.50 (60k)**
100-85-860-6080.30 (80k)

Total Amount of Purchase: **$140,000** Shipping Cost:

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: **PO WAS APPROVED DURING THE CITY COUNCIL MEETING ON JUNE 24,2026**

Purchase Order Input By: _____ Date: _____

Purchase Order Approved By: _____ Date: _____

Assistant City Manager: _____ Date: _____

City Manager: _____ Date: _____

FY 26/27

CITY OF MONTEBELLO

FINANCE DEPARTMENT

PURCHASE ORDER COVER LETTER

Vendor: **INLAND KENWORTH INC**
PO BOX 840769
LOS ANGELES , CA 90084

Vendor No. **29680**

Agreement/Contract No. : **N/A**

Item(s) Being Purchased/Services: **FY 26-27 BLANKET PO BUS PARTS**

Reason for Purchase: **BUS PARTS**

Purchase Requestor: **YESSICA CARRASCO-GARCIA** Signature: _____

Supplies: **$75,000** Service: Account Number: **600-90-915-6080.50**

Total Amount of Purchase: **$75,000** Shipping Cost:

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: **PO WAS APPROVED DURING THE CITY COUNCIL MEETING ON JUNE 24,2026**

Purchase Order Input By: _____ Date: _____

Purchase Order Approved By: _____ Date: _____

Assistant City Manager: _____ Date: _____

City Manager: _____ Date: _____

FY 26/27

CITY OF MONTEBELLO

FINANCE DEPARTMENT

PURCHASE ORDER COVER LETTER

Vendor: **WAYNE HARMEIER INC DBA: WAYNE ELECTRIC COMPANY**
1575 HARBOR AVE
LONG BEACH , CA 90813-2644

Vendor No. **25860**

Agreement/Contract No. : **N/A**

Item(s) Being Purchased/Services: **FY 26-27 BLANKET PO BUS PARTS**

Reason for Purchase: **BUS PARTS**

Purchase Requestor: **YESSICA CARRASCO-GARCIA** Signature: _____

Supplies: **$80,000** Service: Account Number: **600-90-915-6080.50**

Total Amount of Purchase: **$80,000** Shipping Cost:

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: **PO WAS APPROVED DURING THE CITY COUNCIL MEETIN ON JUNE 24,2026**

Purchase Order Input By: _____ Date: _____

Purchase Order Approved By: _____ Date: _____

Assistant City Manager: _____ Date: _____

City Manager: _____ Date: _____

FY 26/27

CITY OF MONTEBELLO

FINANCE DEPARTMENT

PURCHASE ORDER COVER LETTER

Vendor: **WESTERN STATES CONVERTERS & TRANSMISSIONS, INC.**
224 JASON COURT
CORONA , CA 92879

Vendor No. **5479**

Agreement/Contract No. : **N/A**

Item(s) Being Purchased/Services: **FY 26-27 TRANSMISSION UNITS AND RELATED PARTS**

Reason for Purchase: **TRANSMISSION UNITS AND RELATED PARTS**

Purchase Requestor: **YESSICA CARRASCO-GARCIA** Signature: _____

Supplies: **$75,000** Service: Account Number: **600-90-915-6080.50**

Total Amount of Purchase: **$75,000** Shipping Cost:

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: **PO WAS APPROVED DURING THE CITY COUNCIL MEETING ON JUNE 24,2026**

Purchase Order Input By: _____ Date: _____

Purchase Order Approved By: _____ Date: _____

Assistant City Manager: _____ Date: _____

City Manager: _____ Date: _____

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CITY OF MONTEBELLO

FINANCE DEPARTMENT

PURCHASE ORDER COVER LETTER

Vendor: **RUSH TRUCK CENTERS OF CALIFORNIA INC**
PO BOX 2208
DECATUR , AL 35601

Vendor No. **3095**

Agreement/Contract No. : **N/A**

Item(s) Being Purchased/Services: **FY 26-27 BLANKET PO BUS ENGINE PARTS**

Reason for Purchase: **BUS ENGINE PARTS**

Purchase Requestor: **YESSICA CARRASCO-GARCIA** Signature: _____

Supplies: **$100,000** Service: Account Number: **600-90-915-6080.50**

Total Amount of Purchase: **$100,000** Shipping Cost:

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: **PO WAS APPROVED DURING THE CITY COUNCIL MEETING ON JUNE 24,2026**

Purchase Order Input By: _____ Date: _____

Purchase Order Approved By: _____ Date: _____

Assistant City Manager: _____ Date: _____

City Manager: _____ Date: _____

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Sourcewell

Solicitation Number: RFP #032824

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Rush Truck Centers of Texas, L.P., 555 IH-35 South Ste. 500, New Braunfels, TX 78130 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities located in the United States that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires July 9, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, subject to the Notice of Security Interest attached hereto as Exhibit A for Participating Entities with deferred payment terms. Any warranties on any Equipment and Products sold by Rush are limited only to any printed warranty provided by the applicable manufacturer of the Equipment or Product. Supplier agrees to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Supplier warrants that all services performed by Supplier for a Participating Entity, including repair, maintenance, and installation services ("Services"), will be performed in a good and workmanlike manner in accordance with industry standards ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Service is completed.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Equipment, Products and Services will be offered for sale to Participating Entities through Supplier and its affiliates as stated in Supplier's Proposal. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered

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Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

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4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities located in the United States that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

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1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

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- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the

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end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, brought or alleged by unaffiliated third parties arising out of any negligent act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by the negligent act or omission of Supplier relating to the Equipment, Products, or Services provided by Supplier under this Contract. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

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under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

   a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

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C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed

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work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:

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$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the

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procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to 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, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 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 Act provides that each contractor or subrecipient must be 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. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, 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 (29 C.F.R. § 5).

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Under 40 U.S.C. § 3702 of the Act, 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. 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 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 the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree 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 the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide 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 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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, 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 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity 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. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 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

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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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

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22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Rush Truck Centers of Texas, L.P.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Michael Lyons 6583FB893EBF469...
By: _____	By: _____
Jeremy Schwartz	Michael Lyons
Title: Chief Procurement Officer	Title: Associate General Counsel
Date: 7/16/2024 | 5:23 PM CDT	Date: 7/16/2024 | 4:41 PM CDT

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Exhibit A

Notice of Security Interest

Notice Regarding Security Interest and Payment of Purchase Price

1. BMO Harris Bank N.A. or Navistar Capital (collectively, "Bank") financed or will finance the acquisition of each vehicle that Rush Enterprises, Inc. and its subsidiaries ("Rush") will in turn sell to you on deferred payment terms ("Vehicle"). Bank's agreement with Rush requires that Bank's security interest in each Vehicle continue until Bank receives the full amount that Bank financed for such Vehicle. Based on that agreement, your purchase of a Vehicle will be subject to Bank's prior, unrelinquished security interest, which will continue until Bank receives the total amount that Bank financed for such Vehicle.

2. By written notice to you, Bank may require you to pay the purchase price for Vehicles directly to Bank. If you pay any portion of the purchase price for a Vehicle directly to Bank, Rush will credit such payment(s) against the amount you owe to Rush.

RFP 032824 - Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Vendor Details

Company Name:	Rush Enterprises
Does your company conduct business under any other name? If yes, please state:	Rush Truck Centers of Texas, LP
Address:	555 IH 35 S. New Braunfels, Texas 78130
Contact:	Colton Kruse
Email:	krusec@rushenterprises.com
Phone:	830-302-5200 5219
HST#:	74-2786264

Submission Details

Created On:	Saturday March 23, 2024 12:59:22
Submitted On:	Thursday March 28, 2024 14:25:34
Submitted By:	Colton Kruse
Email:	krusec@rushenterprises.com
Transaction #:	2a729aea-e652-4465-b1a3-ec0fab14dedf
Submitter's IP Address:	155.190.8.4

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Rush Truck Centers of Texas, L.P.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Rush Truck Centers of Texas, L.P. (RTC Texas) is a limited partnership formed in the state of Texas. Rush Truck Centers of Texas, L.P. has two partners: Rushtex, Inc. (a Delaware corporation) is the General Partner and Rushco, Inc. (a Delaware corporation) is the Limited Partner. Rushtex, Inc. and Rushco, Inc. are wholly owned subsidiaries of Rush Enterprises, Inc. Rush Enterprises, a public company traded on NASDAQ under the symbols RUSHA and RUSHB, began operations in Texas in 1965. Rush Enterprises operates its dealer network through state-based legal entities. A separate legal entity has been established for each state in which Rush operates, each of which is a wholly-owned subsidiary of Rush Enterprises. The following is a list of affiliates of RTC Texas that will be utilized to serve Participating Dealers outside of Texas under a resulting contract: Rush Truck Centers of Alabama, Inc., Rush Truck Centers of Arizona, Inc., Rush Truck Centers of Arkansas, Inc., Rush MD Truck Centers of California, Inc., Rush Truck Centers of California, Inc., Rush Truck Centers of Colorado, Inc., Rush Truck Centers of Florida, Inc., Rush Truck Centers of Georgia, Inc., Rush Truck Centers of Idaho, Inc., Rush Truck Centers of Illinois, Inc., Rush Truck Centers of Indiana, Inc., Rush Truck Centers of Kansas, Inc., Rush Truck Centers of Kentucky, Inc., Rush Truck Centers of Missouri, Inc., Rush Truck Centers of Nevada, Inc., Rush Truck Centers of New Mexico, Inc., Rush Truck Centers of North Carolina, Inc., Rush Truck Centers of Ohio, Inc., Rush Truck Centers of Oklahoma, Inc., Rush Truck Centers of Tennessee, Inc., Rush Truck Centers of Utah, Inc., Rush Truck Centers of Virginia, Inc.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Rush Truck Center Phoenix, Rush Truck Center, Tucson, Rush Truck Center, Lowell, Rush Truck Center, Ceres, Rush Truck Center, Fontana Medium Duty, Rush Truck Center, Los Angeles, Rush Truck Center, San Diego, Rush Truck Center, Whittier, Rush Truck Center, Denver Medium Duty, Rush Truck Center, Denver, Rush Truck Center, Jacksonville, Rush Truck Center, Orlando, Rush Truck Center, Orlando Light & Medium Duty, Rush Truck Center, Orlando North, Rush Truck Center, Orlando South, Rush Truck Center, Atlanta, Rush Truck Center, Columbus, Rush Truck Center, Doraville, Rush Truck Center, Smyrna, Rush Truck Center, Tifton, Rush Int'l Truck Center, Boise, Rush Int'l Truck Center, Twin Falls, Rush Truck Center Bloomington, Rush Truck Center, Chicago Light & Medium Duty, Rush Truck Center, Elk Grove, Rush Truck Center, Olathe, Rush Truck Center, Springfield, Rush Truck Center, Las Vegas, Rush Int'l Truckc Center, Charlotte, Rush Truck Center, Cincinnati, Rush Truck Center, Columbus, Rush Truck Center, Dayton, Rush truck Center, Oklahoma City, Rush Truck Center, Tulsa, Rush Truck Center, Memphis, Rush Truck Center, Amarillo, Rush Truck Center, Austin, Rush Truck Center, College Station, Rush Truck Center, Corpus Christi, Rush Truck Center, Dallas Light & Medium Duty, Rush Truck Center, Dallas Medium Duty, Rush Truck Center, El Paso, Rush Truck Center, Houston, Rush Truck Center, Houston Medium Duty, Rush Truck Center, Houston Northwest, Rush Truck Center, Laredo, Rush truck Center, Lubbock, Rush Truck Center, Pharr, Rush Truck Center, San Antonio, Rush Truck Center, Sealy, Rush Truck Center, Texarkana, Rush Truck Center, Waco, Rush Truck Center, Chester Other Rush locations that can support ancillary parts and service needs are: Rush Truck Center, Chicago, Rush Truck Center, Cleveland, Rush Truck Center, Colorado Springs, Rush Truck Center, Cotulla, Rush Truck Center, Dalhart, Rush Truck Center, Dallas, Rush Truck Center, Dallas South, Rush Truck Center, Effingham, Rush Truck Center, Farmington, Rush Truck Center, Flagstaff, Rush Truck Center, Fontana, Rush Truck Center, Fontana MD, Rush Truck Center, Fontana Vocational, Rush Truck Center, Ft. Worth, Rush Truck Center, Gainesville , Rush Truck Center, Gary, Rush Truck Center, Greeley, Rush Truck Center, Haines City , Rush Truck Center, Hickory, Rush Truck Center, Houston, Rush Truck Center, Houston MD, Rush Truck Center, Houston NW, Rush Truck Center, Huntley, Rush Truck Center, Idaho Falls , Rush Truck Center, Indianapolis, Rush Truck Center, Jacksonville East, Rush Truck Center, Jefferson City, Rush Truck Center, Joliet, Rush Truck Center, Jonesboro, Rush Truck Center, Joplin, Rush Truck Center, Kansas City , Rush Truck Center, Lake City, Rush Truck Center, Las Cruces, Rush Truck Center, Lewiston, Rush Truck Center, Lima, Rush Truck Center, Long Beach, Rush Truck Center, Lufkin, Rush Truck Center, Macon, Rush Truck Center, Memphis West, Rush Truck Center, Mobile, Rush Truck Center, Nashville, Rush Truck Center, North Little Rock, Rush Truck Center, Odessa, Rush Truck Center, Ogden, Rush Truck Center, Olathe, Rush Truck Center, Otay Mesa, Rush Truck Center, Phoenix East, Rush Truck Center, Pontoon Beach, Rush Truck Center, Pueblo, Rush Truck Center, Quincy, Rush Truck Center, Richmond, Rush Truck Center, Russellville, Rush Truck Center, Saint Joseph, Rush Truck Center, Salina, Rush Truck Center, Salt Lake City, Rush Truck Center, Sedalia, Truck Center, Springfield IL, Rush Truck Center, Springville, Rush Truck Center, St. George ,Rush Truck Center, St. Peters, Rush Truck Center, Sylmar, Rush Truck Center, Tampa, Rush Truck Center, Topeka, Rush Truck Center, Tyler, Rush Truck Center, Valdosta, Rush Truck Center, Ventura, Rush Truck Center, Victoria, Rush Truck Center, Victorville, Rush Truck Center, West Plains, Rush Truck Center, Wichita, Rush Truck Center, Wichita Falls, Rush Truck Center, Yuma	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	RTC Dallas Light & Medium Duty - 9L0Y5/DBT5CJKUV7S3 RTC San Antonio - 8LKV5/N19JWEGVFM79 List of CAGE Codes/UEIs for all other Rush locations with a SAM account is available on request.	*
5	Proposer Physical Address:	555 IH 35 South Ste. 500 New Braunfels, Texas 78130	*
6	Proposer website address (or addresses):	www.rushtruckcenters.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Whitt Michael Senior Director of Medium Duty Sales 555 IH-35 South Ste. 500 New Braunfels, Texas 78130 michaelw@rushenterprises.com (830) 302-5242	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Colton Kruse National Account Sales Manager 555 IH-35 South Ste. 200 New Braunfels, Texas 78130 krusec@rushenterprises.com (830) 302-5219	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Rush Truck Centers of Texas, L.P. (RTC Texas) is a limited partnership formed in the state of Texas. Rush Truck Centers of Texas, L.P. has two partners: Rushtex, Inc. (a Delaware corporation) is the General Partner and Rushco, Inc. (a Delaware corporation) is the Limited Partner. Rushtex, Inc. and Rushco, Inc. are wholly owned subsidiaries of Rush Enterprises, Inc. Rush Enterprises, Inc. was founded in 1965 with (1) GMC dealership in Houston, Texas. Today we are publicly traded with over (140) locations representing (8) OEMs nationwide. Across those locations Rush Truck Centers employs over 8,000 people helping us to achieve an annual revenue of $7.2B at the close of 2023. Rush Enterprises, is traded on NASDAQ under the symbols RUSHA and RUSHB. Productivity, fairness, positive attitude, excellence, and integrity are the core values that Rush Truck Centers pushes each employee to embody every day. We work to continually make sure that our sales, parts, service & admin teams have any and all tools necessary to accomplish this mission ultimately resulting in the best customer experience possible. At Rush Truck Centers, our business philosophy is to truly create a welcome atmosphere where our industry experts and can help customers purchase equipment and keep their equipment on the road. We aim to do that through top notch customer service, as well as expanding our national dealer network to add more locations to better service our customer base. We are always looking for opportunities to grow and expand.
11	What are your company's expectations in the event of an award?	If awarded, Rush Truck Centers intends to showcase the award to all of our municipal, education and not for profit customers. As our sales, parts & service teams go out and call on this business sector we will use our industry knowledge and experience to provide a single source solution option to the customer base. The capability of bringing the ease of purchase through the Sourcewell contract with the customer base while offering Rush's top tier industry experience will make this a win win for any of our clients.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Rush Truck Centers is publicly traded on the Nasdaq, in 2023 Rush Enterprises reported $7.92B in revenue. We have attached our most recent SEC filing in the document upload section.
13	What is your US market share for the solutions that you are proposing?	The overall market share in 2023 for Rush Truck Centers was 6.2% of the Class 8 US Truck Market and 5.7% of the Class 4-7 US Truck Market.
14	What is your Canadian market share for the solutions that you are proposing?	Rush Truck Centers is not currently proposing a solution for the Canadian market.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Rush Truck Centers is best described as a distributor/dealer/reseller for this proposal. Rush is a contracted franchisee of the specific manufacturers represented on this proposal.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	The Rush entities listed in item 2 are licensed in each applicable state as a representative of the manufacturers presented in this proposal. In addition, we have franchise contracts in place with each of the manufacturers on this proposal.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Does not apply.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Rush Truck Centers has been recognized by each of the manufacturers represented for performance and customer service levels.
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 15%, market dependent.
21	What percentage of your sales are to the education sector in the past three years	Approximately 5%, market dependent.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Buyboard both State & National & H-GAC comprise between 250-350 units per year for an annual revenue in 2023 of $39.5MM.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Rush does not have any formal contracts in place with the GSA.

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Austin, Texas	Janet Opheim	(512) 978-2634	*
City of Euless, Texas	Kyle McAdams	(817) 685-1598	*
City of DeSoto, Texas	Wade Williams	(972) 230-5714	*
City of Cedar Hill, Texas	Kenneth Atkins	(972) 291-5126 ext. 2840	
City of Houston, Texas	Daniel Davis	(281) 740-8030	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Austin	Government	Texas - TX	Provided chassis and bodied up equipment to the City of Austin.	108	$21,700,396.98	*
City of Phoenix	Government	Arizona - AZ	Provided chassis and bodied up equipment to the City of Phoenix.	86	$28,355,662.56	*
Virginia Department of Transportation	Government	Virginia - VA	Provided chassis and bodied up equipment to the Virginia Department of Transportation.	110	$18,650,715.50	*
Illinois Department of Transportation	Government	Illinois - IL	Provided chassis and bodied up equipment to the to the Illinoi Department of Transportation.	104	$14,934,920.93	*
Ohio Department of Transportation	Government	Ohio - OH	Provided chassis and bodied up equipment to the Ohio Department of Transportation.	78	$8,835,185.02	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Rush Truck Centers has a nationwide truck sales staff of approximately 275 people who maintain direct contact with our customers. The sales team is supported by a team within each dealership that handles finance, title work, as well as other administrative duties so that the sales team can stay customer focused. Rush Truck Centers also maintains very close relationships with our vendors to provide new and used vehicles, as well as parts & service solutions to our customer base. This includes organizations like Knapheide Manufacturing, Federal Signal, Wabash, Morgan Corporation, and Reading Truck Body to name a few.	*
27	Dealer network or other distribution methods.	With over 140 locations across the nation, Rush's capability to service customers in the U.S. is unparalleled in the industry. Rush Truck Centers maintains $350MM in on hand parts inventory nationwide. This provides the ability the move parts across the nation between our locations as needed. Beyond that, being a Hino, Dennis Eagle, Ford & Isuzu franchised dealer we also have the ability to utilize the overall OEM dealer network for warranty repairs & service should occasion call for it.	*
28	Service force.	Rush Truck Centers alone currently has over 1,400 technicians nationwide and over 350 outside parts and service personnel that actively work to keep our customer's equipment on the road. At Rush we work tirelessly to make sure that our technicians/service teams have the most up to date training, equipment, and tooling in an effort to minimize customer down time. Outside of the Rush dealer network, we also maintain very close relationships with our OEMs to make sure that our customers can be serviced anywhere in the nation.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Rush Truck Centers believes in a boots on the ground approach. We task our sales, parts & service teams to actively call on customers to understand their business and to provide solutions for the issues that they have. When a member of the sales team gains an opportunity to quote a Sourcewell member, the local salesperson will gather all of the details, and build a spec that will best work for the customer based on the customer's needs. If there is a need for a body or upfit, Rush will engage our partners to facilitate the request or work with the customer's requested upfitter. From there the local representative will work with our corporate team to build a Sourcewell compliant quote for the customer. Once approved for purchase and a P.O. is received, Rush will process the P.O. immediately and will work to get the unit/part or service requested delivered as quickly as possible.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Rush Truck Centers prides itself in being timely. Our sales, parts and service teams will work to get quotes back from vendors and make sure that the customer has the final numbers as quickly as possible. We utilize our preferred vendor partnerships to maintain the shortest lead times possible for both quotes and deliveries. During the purchasing process our sales, parts and service teams will work to keep the customer informed of unit's status as it moves through the various stages of completion prior to delivery. Using our customer first philosophy we strive to provide the best customer service in the industry.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Rush Truck Centers is prepared to offer products and services nationwide. We have a national account presence with several large fleets that operate equipment across the United States. Rush Truck Centers intends to use that same business model to service Sourcewell clients regardless of their geographical location in the United States. Primarily utilizing the more than 2,000 sales, parts and service personnel that are employed by Rush Truck Centers nationwide.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	At this time, we are not prepared to expand these proposed solutions into Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Rush is uniquely positioned to service all government, education, and not for profit customers in the United States. Each customer will be taken care of by one of our industry experts depending on their geographic location and need.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Except for the Federal government, as discussed below, Rush Truck Centers is willing to serve all participating entity sectors. As we currently hold Buyboard & H-GAC contracts, we do not have any type of exclusivity agreement in place. Rush's presence is national, and our goal is to serve every customer possible in the United States. Being awarded the Sourcewell contract would open another avenue for Rush Truck Centers to do just that. Regarding the Federal government, our ability to serve Federal agencies will be determined by Rush on a case-by-case as there may be certain Federal requirements that Rush or its suppliers cannot meet.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Logistical/Transportation cost will be a limiting factor. As equipment is moved to ports, there are loading fees, freight costs, and other logistical expenses that would be incurred to deliver units to Alaska, Hawaii and other U.S. Territories. These costs would of course need to be factored into sales price of the vehicle during the quote process.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our marketing strategy is multifaceted. We rely heavily on digital marketing through our website, e-blast, social media platforms to reach our customer base. While also using more traditional forms of marketing such as mailers, print adds in magazines, NASCAR sponsorships, even wrapping our mobile trucks as well as many other media to ensure we are reaching as many prospects as possible. This broad-spectrum approach is ultimately anchored by our most important asset, our people, that ensure that the personal touch and support remain in the sales process with our customers while delivering the message of the capabilities that Rush Truck Centers has to offer. We have found that through this process we reach a relatively broad demographic of clientele creating a well-diversified portfolio of customers.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Rush Truck Centers uses a host of social media platforms to reach new/prospective clients. Platforms such as LinkedIn, Facebook, and others allow us to both reach out to customers directly via direct message as well as through broader marketing strategies such as government/educational/not for profit specific posts. We also monitor comments and messages on these platforms to either facilitate requests or respond to questions that clients may have. The goal of our marketing campaigns is to maximize click through. Rush has found that offering a more targeted marketing approach offers the best results where even our e-blasts are tailored to the business segment we serve. This approach ensures that our message is relevant to the specific clients that we are targeting.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell is a very well known purchasing cooperative entity and is trusted by many of the municipal and not for profit organizations in the U.S.. If awarded, Rush intends to showcase the award to all of our clients through email campaigns, trade shows, in person meetings, as well as through our vendor relationships. In short, Sourcewell's members trust the cooperative and are loyal. Rush aims to build upon the brand recognition Sourcewell brings through communication with our industry experts, highlighting our complete offering of service capabilities. Allowing Sourcewell members to work with our industry experts for their fleet needs, while offering customers the flexibility of purchasing through a cooperative contract. Rush Enterprises goal if awarded is to combined Sourcewell (one of the largest purchasing cooperative in the nation) with the largest commercial truck dealer group in the nation to provide single source solutions to as many government, education and not for profit entities as possible.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to the variance in specifications in the vehicles that we provide, Rush prefers each client request be handled by one of our industry experts to ensure the right product is provided for the application. This approach allows Rush to have more interaction with the customer to offer solutions that they may not know is available to them. Our sales teams are trained to be solution minded and to make sure we offer customers all potential solutions that we feel may help their business, this is best accomplished with personal interaction. In support of this customer base, we do offer an ecommerce solution to sourcing parts and receiving service from our locations aross the United States. This customer-based solutions allows for comprehensive parts pricing, sourcing, and research. In addition we offer an extensive service incident management platform for managing vehicles that are being serviced and repaired in our dealerships. Real-time status updates, estimate review and approval, and historical repair reference are just some of the features of this platform that are available to Sourcewell members to assist with their fleet management.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Rush works closely with our original equipment manufacturers as well as body upfitters and vendors to provide a comprehensive training strategy for vehicles and equipment provided. These programs are tailored to meet the specific needs of the Sourcewell member and will be developed as requested. Any associated costs for this training will be discussed upfront after maximizing support from all involved.
41	Describe any technological advances that your proposed products or services offer.	Working in concert with our represented OEM's in advancing fleet management technologies, Rush Truck Centers works to simplify the application of these technologies for the Sourcewell member. Through the development of our RushCare system, we offer real-time communication platforms that are often communicating with the technologies incorporated in the equipment provided. Monitored by our 24/7 call center, we aid customers in predictive incident and preventative maintenance of their fleets. Through our dedicated telematics division, Rush remains on the forefront of new and emerging technologies ensuring maximum uptime for our customers and solutions for their fleet needs.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Being a leader in emerging technologies, Rush again led the industry in the adoption of alternate-fuel vehicles and environmentally-focused dealer operations. This was evident of the early development of it's own CNG fuel systems, incorporating them into the vehicles provided to simarly-minded customers. It continues with the dedication to the electric initiatives in support of the adoption of these vehicles in the market by providing battery charging stations at our facilities, supported by solar panel based energy storage and delivery systems. In fact, the dedication to this initiative is evident by operating electric vehicles in our own delivery fleet. Our commitment to these environmental-based technologies will remain a focus and will continue to expand as more opportunities arise.
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Ratings and certifications for the products included in the proposal are typically attained and managed at the original equipment manufacturer level. As a distributor that represents these manufacturers, we fully support the initiatives set forth to accomplish and maintain these sustainability recognitions.
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Rush Truck Centers does not hold any of these certifications.
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Being the largest commercial truck dealer group in the nation, Rush Truck Centers offers an expansive sales, parts, service and administrative team that offers top tier customer service. We pride ourselves on being a dedicated commercial dealer group that has extensive knowledge of commercial vehicle capabilities along with the industry expertise that our body/upfit partners provide. Clients will have a wealth of industry knowledge at their disposal while working with our expert teams.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	All product warranty coverages in reference to this proposal are provided to the end user by the original equipment manufacturer or upfitter. We have attached copies of the standard warranty coverage for each OEM that we are offering on this proposal.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Each OEM warranty has different usage restrictions and limitations. We have attached the standard warranty coverage for each of the manufacturers we are offering on this proposal.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Case dependent; typically the warranty coverage offered by the OEM does not include travel or mileage if mobile service is requested. Any associated costs with these services will be presented prior to any services being performed. In terms of towing, some OEMs will cover the expense of a tow into the closest factory certified warranty facility if the unit is undrivable.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Any potential geographic restrictions will be discussed with the client at the time of quote to ensure that the vehicle can be properly serviced and maintained for the Sourcewell member. We will work to spec equipment that maximizes operating capability, but also maximizes access to service support for the client whether through the OEM network or our network of Rush Enterprises locations.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranty coverage is passed on from the OEM.	*
51	What are your proposed exchange and return programs and policies?	Rush Truck Centers does not offer an exchange or return policy.	*
52	Describe any service contract options for the items included in your proposal.	Extended service contracts are offered through OE programs as well as from Rush through our third-party partners. However, these extended service contracts are somewhat customizable and need to be discussed, quoted and evaluated with each client on a case-by-case basis.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Rush Truck Centers does offer NET30 terms from the date of delivery (upon credit risk approval by the Rush credit team).	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Rush Enterprises does offer municipal leasing and financing options through our third-party lending partners. At the time the vehicle is quoted we will gladly review these options with Sourcewell members to find the best option for them. Any leasing or financing terms would be agreed to separately by the customer and the leasing/financing company.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Rush Truck Centers requires a Retail Sales Order, Delivery Receipt, and a CARB Attestation form. The State of Attestation/Domicile form is required by Rush to be signed by the customer to make sure that non-California compliant trucks ultimately won't registered or primarily operated in the State of California due to new CARB, ACT, ACF, and Low Nox Omnibus regulations. Other forms may include warranty start forms depending on the OEM.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Rush Truck Centers does except P-cards for payment on parts and service without a credit card processing fee.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Rush Truck Centers will offer a discount off of List/MSRP for 3 of the 4 OEMs included in this proposal, the OEM that will not show a discount off of pricing is Dennis Eagle which does not have a List Price or MSRP. In the case of Dennis Eagle, the pricing shown is the Sourcwell member's price before any volume discounts are applied. Please note this is for the chassis only as any upfit that is requested or needed will need to be added to the quote to provide a complete price for the customer.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Rush Truck Centers is prepared to offer the following minimum discount range off of List/MSRP per OEM: Ford Motor Company: 1.50% to 7.00% Hino: 10% to 15% Isuzu: 10% to 15%" Dennis Eagle: 0% as Dennis Eagle does not have a List/MSRP	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Any Sourcewell member looking to purchase 10 or more units, please contact us for additional price concession.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Products or Goods sourced through open market channels will be quoted with additional markup not to exceed 15% of the MSRP of the goods Products or Goods quoted to Rush Truck Centers.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	From a chassis perspective we have included all applicable charges in our attached pricing list. If there is a specific need, training or special installation we will include that with the upfit portion of the quote to the Sourcwell members.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Some of the OEMs allow for courtesy delivery by other dealers in the OEM dealer network to minimize any additional freight cost. If this resource is available through the specific OEM quoted, or if the equipment quoted doesn't require any upfit and we're able to ship directly to the end user from the factory we will certainly do so. However, if the unit requires additional equipment to be added or an upfit prior to delivery then there will be freight cost incurred to move the unit from the body company to the dealership or its final destination.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping to Alaska, Hawaii, Canada and other off shore entities present several logistical hurdles that will require additional expense such as port fees, loading fees, etc.. These additional expenses will be listed out on the customer's quote for their review.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	In addition to working with the franchised dealer network of the represented OEMs, Rush will utilize its extensive network of dealerships to optimize delivery to the Sourcewell member while minimizing associated costs.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Rush Truck Centers is offering Sourcewell pricing that is more aggressive than we've priced on other cooperative contracts.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Rush Truck Centers has a strict self-audit process in place to help ensure compliance to not only company policy and procedures, but also to requirements of contracts with our customer base. This oversight is provided by our internal audit staff in our accounting department as well as auditors from our Ethics and Compliance division based at corporate headquarters. The Rush Sales Operations group will also help ensure compliance with the business requirements of the contract in place as well as providing reporting based on the terms requested in the contract.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	This Sales Operation Team will track the performance of the contract in place. While using a broad distribution model to approach this opportunity, the management of the contract will be handled centrally by the responsible representative assigned to the contract with senior leadership oversight. Extensive reporting tools are in place to assist with this management.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See the RFP and template Contract for additional details.)	Rush is prepared to offer a per unit fee of: $400.00 for all units class 3-5 $750.00 for all units class 6-8	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a Proposer offers chassis and cabs with Internal Combustion Engines (ICE) as well as chassis and cabs with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 **only**. Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**.

Line Item	Category Selection *	
69	Category 1: All engines, fuel, and propulsion type chassis and cabs	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Rush Truck Centers is offering (4) OEMs on this proposal comprising of (39) individual models with even more specific order codes under each model. We are also offering a range of upfit options from spray in bed liners and toolboxes to service bodies, refuse equipment and sewer inspection equipment. To provide a complete solution to meet the customer's needs Rush Enterprises will work with our extensive list of vendors and even work with vendors specifically requested by the Sourcewell member (once approved by Rush Truck Centers risk team).	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our subcategories will be broken down by Make, Model, and trim level (where applicable).	
72	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety.	Rush Truck Centers has the utmost confidence in the manufacturers we represent to produce the highest quality products available on the market.	
73	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	As detailed above, Rush Truck Centers offers a unique business case to Sourcewell members. Its network and forward-looking approach to solutions technologies positions Rush to offer products and services at a customizable-level to meet any transportation need proposed. Between the tools developed and available to the Sourcewell member base and the team of experts assembled to provide the solutions, Rush is a differentiator in the industry. Whether it be the widely available, pre-upfitted quick delivery inventory of vehicles, extensive and diverse parts inventory, or available service bays at our state-of-the-art facilities supported by a fleet of 600+ mobile service technicians, Rush Truck Centers is prepared to offer solutions to Sourcewell members.	

Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Chassis Type (ICE and/or BEV)	Comments	
74	Class 4 chassis	◉ Yes ○ No	Internal Combustion Engine fuel types (ICE)	The OEMs Rush is offering currently only offer ICE solutions for the class 4 space.	*
75	Class 5 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	None of the OEMs Rush is offering currently offer BEV solutions for the class 5 space. However, Isuzu is releasing a BEV class 5 that is projected to be available in 2025. We are looking to offer that product once pricing is published and able to be ordered.	*
76	Class 6 chassis	◉ Yes ○ No	Internal Combustion Engine fuel types (ICE)	None of the OEMs Rush is offering currently offer BEV solutions for the class 6 space. Although Hino is projecting to announce a class 7 BEV in 2025 at which time we will work with Sourcwell to have the product added to the contract.	*
77	Class 7 chassis	◉ Yes ○ No	Internal Combustion Engine fuel types (ICE)	None of the OEMs Rush is offering currently offer BEV solutions for the class 7 space. Although Hino is projecting to announce a class 7 BEV in 2025 at which time we will work with Sourcwell to have the product added to the contract.	*
78	Class 8 chassis	◉ Yes ○ No	Internal Combustion Engine fuel types (ICE)	None of the OEMs Rush is offering on this proposal offer BEV solutions for the class 8 space.	*
79	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	Through Ford Rush is offering both ICE & BEV on the Transit T-250 & T-350 in the class 3 space. The Super Duty line, more specifically F-250 & F-350 are offered as ICE only.	

Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments
80	Battery Electric Vehicle (BEV) Class 4 Chassis	○ Yes ◉ No	Rush Truck Centers is not offering an OEM that has a BEV vehicle for the class 4 space.
81	Battery Electric Vehicle (BEV) Class 5 Chassis	◉ Yes ○ No	Isuzu is looking to offer a BEV class 5 unit towards the end of 2024/beginning of 2025. Although pricing isn t currently available, once made available to Rush Truck Centers, we intend to work with Sourcewell to have this model added to the contract.
82	Battery Electric Vehicle (BEV) Class 6 Chassis	○ Yes ◉ No	Rush Truck Centers is not offering an OEM that has a BEV vehicle for the class 6 space on.
83	Battery Electric Vehicle (BEV) Class 7 Chassis	○ Yes ◉ No	Rush Truck Centers is not offering an OEM that has a BEV vehicle for the class 7 space.
84	Battery Electric Vehicle (BEV) Class 8 Chassis	○ Yes ◉ No	Rush Truck Centers is not offering an OEM that has a BEV vehicle for the class 8 space.
85	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	◉ Yes ○ No	Rush Truck Centers is offering the Ford E-Transit line which we are offering on this proposal.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - MSRP Pricing.zip - Thursday March 28, 2024 13:53:27
- Financial Strength and Stability - 2023 10-K Final.pdf - Tuesday March 26, 2024 10:49:33
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Exhibit C - Rush Limited Warranty.pdf - Thursday March 28, 2024 12:41:37
- Standard Transaction Document Samples - Sourcewell Docs Example.pdf - Thursday March 28, 2024 14:24:57
- Requested Exceptions - RFP_033824_Class_4-8_Chassis_&_Cabs_Contract_Template_Rush revisions.docx - Tuesday March 26, 2024 11:39:46
- Upload Additional Document - Additional Documents.zip - Thursday March 28, 2024 12:40:50

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Whitt Michael, Senior of Medium Duty Sales, Rush Truck Centers of Texas, LP

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Class 4-8 Chassis and Cabs _RFP_032824 Thu March 21 2024 08:45 AM	☑	1
Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 20 2024 12:36 PM	☑	3
Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824 Mon March 18 2024 12:01 PM	☑	1
Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 6 2024 09:38 AM	☑	1
Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 21 2024 04:08 PM	☑	2
Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 14 2024 04:12 PM	☑	1
Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824 Thu February 8 2024 04:24 PM	☑	1

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: **ADOPT RESOLUTION NO. 26-47 AUTHORIZING THE RECEIPT OF FEDERAL TRANSIT ADMINISTRATION (FTA) GRANT FUNDS AWARDED TO THE CITY OF MONTEBELLO FOR THE PURCHASE OF HYDROGEN FUEL CELL ELECTRIC BUSES AND COMPRESSED NATURAL GAS BUSES**

DATE: June 24, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 26-47 authorizing the receipt of Federal Transit Administration (FTA) grant funds, in the amount of $9,434,183, awarded to the City of Montebello for the purchase three (3) hydrogen Fuel Cell Electric Buses (FCEBs) and nine (9) Compressed Natural Gas (CNG) buses; and
2. Amend the Transportation Department's Fiscal Year 2026-27 adopted operating budget to appropriate the FTA grant funds ($9,434,183) in Account No. 270-9068-2026-070 to purchase three (3) FCEBs and nine (9) CNG buses; and
3. Take such additional, related, action as may be desirable.

FISCAL IMPACT:

In June 2026, the FTA approved the use of grant funding ($9,434,183) awarded to the City (Grant No. CA-2026-070-00), for the purchase of Fuel Cell Electric Buses (FCEBs) and Compressed Natural Gas (CNG) buses (Attachment A). This grant is categorized under the FTA Section 5307 (Section 5307) Funding Program and distributed through the Los Angele County Metropolitan Transportation Authority (Metro) – Bus Operators Subcommittee (BOS). The Transportation Department's Fiscal Year 2026-27 adopted operating budget must be amended to utilize these funds by increasing appropriations by $9,434,183 in Account No. 270-9068-2026-070 (Transit Grants, FTA CA-2026-070, FY 2025-26, CAL OES (Emergency Safety)).

In addition, the FTA grant requires a 20% non-Federal local match. The non-Federal local

match ($2,358,546), which will utilize Senate Bill 1/State Transit Assistance (SB1/STA) funds, was approved by the City Council on May 27, 2026, through Agreement Nos. 4415 and 4419 with New Flyer of America. The total cost for these bus purchases is $11,792,729. The federal grant funding by project is as follows:

Table 1

	Section 5307			Section 5307	G/L Account No.
Project	**FY2021**	**FY2022**	**FY2023**	**Funding Total**	
P1- Compressed Natural Gas (1 of 9)	$ 412,995			**$ 412,995**	270-9068-2026-070
P2- Compressed Natural Gas (8 of 9)		$5,423,813		**$5,423,813**	270-9068-2026-070
P3- Hydrogen Fuel Cell Electric Battery Bus (3)			$3,597,375	**$3,597,375**	270-9068-2026-070
Total Grant Federal Funds				**$9,434,183**	

BACKGROUND/DISCUSSION:

The FTA's Urbanized Area Formula Grant Program, authorized under Section 5307 of Title 49 of the United States Code, provides federal funding to eligible public transit operators for capital projects, planning activities, and certain operating expenses. Section 5307 funds are apportioned annually based on a statutory formula that considers population, transit service levels, and other factors reported through the National Transit Database (NTD). Eligible activities include bus replacement and rehabilitation, preventive maintenance, transit facility improvements, security enhancements, passenger amenities, and other transit capital investments.

As an eligible recipient of Section 5307 funding, the City must comply with all applicable federal requirements, including annual Certifications and Assurances, grant management regulations, civil rights requirements, procurement standards, and reporting obligations established by the FTA. To receive and utilize these funds, projects must be included in applicable transportation planning documents and programmed through grant applications submitted in the FTA's Transit Award Management System (TrAMS).

Metro serves as the designated recipient for Section 5307 funds within the Los Angeles Urbanized Area and is responsible for administering and allocating these funds to eligible transit operators. Through Metro's annual apportionment process, Montebello Bus Lines (MBL) receives a share of Section 5307 funding to support transit capital and operating needs. As a result, the City was awarded Grant No. CA-2026-070-00 under the FTA Urbanized Area Formula Grant Program under Section 5307 of Title 49 U.S.C. Chapter 53 (49 U.S.C. § 5307).

Section 5307 funds are allocated annually and must generally be obligated within five years of apportionment to avoid lapsing. Over the past five fiscal years, MBL has received Section 5307 allocations as follows:

- FY 2021: $4,510,751

- FY 2022: $5,423,813
- FY 2023: $5,745,219
- FY 2024: $5,601,540
- FY 2025: $4,749,827

Funds from Fiscal Years 2021, 2022, and 2023 were programmed toward Grant No. CA-2026-070-00 (see Table 1). The project will replace twelve (12) aging hybrid-electric and CNG buses with new 40-foot FCEBs and CNG buses. These buses have reached or exceeded their federally defined useful life benchmark (ULB) of 12 years and/or 500,000 miles and will be retired in accordance with FTA requirements. The replacement buses will comply with all applicable federal safety, accessibility, and environmental regulations, including the Americans with Disabilities Act (ADA) and Clean Air Act (CAA) standards.

Replacing these buses is critical to MBL's mission of providing safe, reliable, and accessible public transportation throughout its service area. The project will improve fleet reliability, reduce maintenance costs, enhance service quality, and support the City's transition toward a more reliable and modernized transit fleet. Additionally, the project will help ensure continued access to employment, education, healthcare, and other essential services for residents, including those living in disadvantaged communities served by MBL.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend that the City Council adopt Resolution No. 26-47 (Attachment B) authorizing the receipt of FTA awarded grant funds, in the amount of $9,434,183, for the purchase of three (3) hydrogen FCEBs and nine (9) CNG buses; amend the Transportation Department’s FY 2026-27 adopted operating budget to appropriate the FTA grant funds ($9,434,183) in Account No. 270-9068-2026-070 (Transit Grants, FTA CA-2026-070, FY 2025-26, CAL OES (Emergency Safety)); and take such additional, related action as may be desirable.

ATTACHMENT(S)

1. Attachment A – Grant CA-2026-070-00
2. Attachment B – Resolution No. 26-47

DOT FTA

U.S. Department of Transportation **Federal Transit Administration**

Application

Federal Award Identification Number (FAIN)	CA-2026-070
Application Number	CA-2026-070-00
Temporary Application Number	1657-2025-1
Award Name	FY21, FY22, and FY23 Section 5307 Bus Replacements
Application Status	Final Concurrence / Reservation
Budget Revisions	0

Period of Performance Start Date	N/A		
Original Period of Performance End Date	9/30/2028		
Current Period of Performance End Date	9/30/2028	Revision #: 0	Approved?: No

Budget Period Start Date	N/A
Budget Period End Date	9/30/2028

Part 1: Recipient Information

Name: CITY OF MONTEBELLO

Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
1657	City	Montebello Bus Lines	JLK3HRGGC6T3	174479642

Location Type	Address	City	State	Zip
Mailing Address	1600 WEST BEVERLY BLVD.	MONTEBELLO	CA	90640
Physical Address	400 S TAYLOR AVE	MONTEBELLO	CA	90640

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State	CA
Zipcode	90058
Contact Name	RICHARD WRIGHT
Telephone	(213) 252-1395
Fax	(213) 263-9884
E-mail	l3634@afscme36.org
Website	http://afscme-3634.org/
Union Name	**AFSCME**
Address 1	514 SHATTO PLACE
Address 2	SUITE 215, LOCAL 3634
City	LOS ANGELES
State	CA
Zipcode	90020
Contact Name	DARRIN SPANN
Telephone	(213) 252-1395
Fax	(213) 263-9884
E-mail	l3634@afscme36.org
Website	http://afscme-3634.org/
Union Name	**TRANSPORTATION COMMUNICATIONS UNION**

Address 1	1 GATEWAY PLAZA
Address 2	LOCAL 1315, MS:99-2-18
City	LOS ANGELES
State	CA
Zipcode	90012
Contact Name	MICHELLE CARDENAS
Telephone	(213) 922-5117
Fax	(213) 922-5945
E-mail	cardenasm@metro.net
Website	www.goiam.org/index.php/tcunion
Union Name	**AFSCME**
Address 1	3375 E. SLAUSON AVE.
Address 2	
City	Vernon
State	CA
Zipcode	90058
Contact Name	J JESUS SERRANO
Telephone	(213) 252-1395
Fax	
E-mail	l3634@afscme36.org
Website	http://afscme-3634.org/
Union Name	**AFSCME**
Address 1	3375 E. SLAUSON AVE.
Address 2	
City	Vernon
State	CA
Zipcode	90058
Contact Name	Cliff Kerce
Telephone	(213) 252-1395
Fax	(213) 263-9884
E-mail	l3634@afscme36.org
Website	http://afscme-3634.org/
Union Name	**TRANSPORTATION COMMUNICATIONS UNION**
Address 1	1 GATEWAY PLAZA
Address 2	LOCAL 1315, MS:99-2-18
City	LOS ANGELES
State	CA
Zipcode	90012
Contact Name	FREDDIE FLORES

Telephone	(213) 922-1667
Fax	(213) 922-5945
E-mail	ottj@metro.net
Website	www.goiam.org/index.php/tcunion
Union Name	**TRANSPORTATION COMMUNICATIONS UNION**
Address 1	1 GATEWAY PLAZA
Address 2	LOCAL 1315, MS:99-2-18
City	LOS ANGELES
State	CA
Zipcode	90012
Contact Name	BRIDGETTE TRAVENIA
Telephone	(213) 922-6829
Fax	(213) 922-5945
E-mail	traveniab@metro.net
Website	www.goiam.org/index.php/tcunion
Union Name	**Montebello Mid-Management Association**
Address 1	400 South Taylor Avenue
Address 2	
City	Montebelllo
State	CA
Zipcode	90640
Contact Name	Roman Wilkinson
Telephone	(323) 558-1625
Fax	
E-mail	rwilkinson@montebelloca.gov
Website	
Union Name	**Montebello Police Officer's Association**
Address 1	PO Box 913 PO Box 913
Address 2	
City	Montebello
State	CA
Zipcode	90640
Contact Name	Omar Rodriguez
Telephone	(323) 246-0372
Fax	
E-mail	omar1335@sbcglobal.net
Website	
Union Name	**Montebello Police Management Associate**
Address 1	1600 W. Beverly Blvd.

Address 2	
City	Montebello
State	CA
Zipcode	90640
Contact Name	Stephen Sharpe
Telephone	(323) 816-9434
Fax	
E-mail	ssharpe@montebelloca.gov
Website	
Union Name	**Montebello Firefighters' Association (Montebello firefighters Local 3821)**
Address 1	PO BOX 105
Address 2	
City	Montebello
State	CA
Zipcode	90640
Contact Name	Joel Bonilla
Telephone	(213) 435-7801
Fax	
E-mail	jbonilla@cityofmontebello.com
Website	
Union Name	**Montebello Fire Management Association**
Address 1	25422 Gallup Circle
Address 2	
City	Laguna Hills
State	CA
Zipcode	92653
Contact Name	Craig Barker
Telephone	(949) 303-8922
Fax	
E-mail	barker4re@yahoo.com
Website	
Union Name	**Montebello City Employees' Association**
Address 1	4401 Atlantic Ave. Suite 200
Address 2	
City	Long beach
State	CA
Zipcode	90807
Contact Name	Eric Huerta

Telephone	(323) 887-1200
Fax	
E-mail	ehuerta@montebelloca.gov
Website	

Union Name	**Montebello Supervisors' Association**
Address 1	1600 W. Beverly Boulevard
Address 2	
City	Montebello
State	CA
Zipcode	90640
Contact Name	Vanessa Padilla
Telephone	(323) 887-1200
Fax	
E-mail	vpadilla@cityofmontebello.com
Website	

Union Name	**SMART-TD**
Address 1	25213 County Road 25
Address 2	SMART-TD
City	La Junta
State	CO
Zipcode	81050
Contact Name	Justin Schrock
Telephone	(719) 469-2428
Fax	
E-mail	smart020gc@icloud.com
Website	

Union Name	**Montebello Management Professionals' Association**
Address 1	3516 Travis Ave.
Address 2	
City	Commerce
State	CA
Zipcode	90040
Contact Name	John Soria
Telephone	(323) 804-7182
Fax	
E-mail	jsoria77@yahoo.com
Website	

Union Name	**Montebello Executive Management Association**
Address 1	1600 W. Beverly Blvd.

Address 2	
City	Montebelllo
State	CA
Zipcode	90640
Contact Name	Ramon Figueroa
Telephone	(323) 887-1377
Fax	(323) 887-4667
E-mail	rfigueroa@montebelloca.gov
Website	

Union Name	**SMART-TD**
Address 1	656 Raywood Avenue
Address 2	
City	Montebello
State	CA
Zipcode	90640
Contact Name	Cecilia Lopez
Telephone	(323) 271-2659
Fax	
E-mail	cezdiaz0004@gmail.com
Website	

Part 2: Application Information

Title: FY21, FY22, and FY23 Section 5307 Bus Replacements

Application Number	Application Status	Award Type	Application Cost Center	Date Created	Last Updated Date	From TEAM?
CA-2026-070-00	Final Concurrence / Reservation	Grant	Region 9	7/1/2025	7/1/2025	No

Application Executive Summary
This application is to request Section 5307 funds apportioned to the Los Angeles, CA (UZA #060020) in the amount of $9,434,183

Funding for all projects included in this grant application is provided by the following apportionment years and Urbanized areas (UZAs):

Section 5307, FFY 2021 Los Angeles (UZA #060020): $412,995
Section 5307, FYY 2022 Los Angeles (UZA #060020): $5,423,813
Section 5307, FFY 2023 Los Angeles (UZA #060020): $3,597,375

TOTAL Section 5307: $9,434,183

Overall grant funding:
Total Federal Funds: $9,434,183
Total Non-Federal Share: $2,358,546
Total Eligible Project Cost: $11,792,729

The City of Montebello (City) is hereby submitting this grant application in support of the following capital projects:

1) Bus Replacement - Compressed Natural Gas (CNG)
This grant applies $412,995 in FY 21 Section 5307 funds to purchase one (1) of nine (9) CNG buses that have met their minimum useful life of 12 years and/or 500,000 miles for nine low floor-40-foot CNG buses.

2) Bus Replacement - Compressed Natural Gas (CNG)
This grant applies $5,423,813 in FY 22 Section 5307 funds to purchase eight (8) of nine (9) CNG buses that have met their minimum useful life of 12 years and/or 500,000 miles for nine low floor-40-foot CNG buses.

3) Bus Replacement Hydrogen Fuel Cell Electric Buses (FCEB)
This grant applies $3,597,375 in FY 23 Section 5307 funds to replace three (3) hybrid buses that have met their minimum useful life of 12 years and/or 500,000 miles for three low floor-40-foot FCEB buses.

The 0.75 percent safety requirement is achieved through the procurement of new buses, which enhance safety with more reliable vehicles in good condition and equipped with modern safety features.

Frequency of Milestone Progress Reports (MPR)
Quarterly

Frequency of Federal Financial Reports (FFR)
Quarterly

Does this application include funds for research and/or development activities?
This award does not include research and development activities.

Pre-Award Authority
This award is using Pre-Award Authority.

Does this application include suballocation funds?
Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Will this Grant be using Lapsing Funds?
Yes, this Grant will use Lapsing Funds.

Will indirect costs be applied to this application?
This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review
No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Award Description

Purpose
The purpose of this award is for the purchase of three (3) FCEBs and nine (9) CNG replacement buses for the City of Montebello (City).

Activities to be performed:
Funds will be used to purchase three (3) FCEBs and nine (9) CNG replacement buses.

Expected outcomes:
Funding will ensure the continuation of excellent service and the safety of Montebello Bus Lines' operations for commuters.

Intended beneficiaries:
City of Montebello and the riders that rely on its service will benefit from continued services.

Subrecipient Activities:
City of Montebello does not intend to subaward funds.

Application Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
	l.lopez@dot.gov	General Engineer		
Elizabeth	Franco	Deputy Director	elgarcia@montebelloca.gov	(323) 558-1625

Application Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$9,434,183
Local			$2,358,546
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$11,792,729**

Application Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
CA-2026-070-01-00	111-00 (111-A1)	BUS - ROLLING STOCK	$412,995.00	$103,249.00	$516,244.00	1
CA-2026-070-01-00	11.12.01	BUY REPLACEMENT 40-FT BUS	$412,995.00	$103,249.00	$516,244.00	1
CA-2026-070-02-00	111-00 (111-A2)	BUS - ROLLING STOCK	$5,423,813.00	$1,355,953.00	$6,779,766.00	8
CA-2026-070-02-00	11.12.01	BUY REPLACEMENT 40-FT BUS	$5,423,813.00	$1,355,953.00	$6,779,766.00	8
CA-2026-070-03-00	111-00 (111-A3)	BUS - ROLLING STOCK	$3,597,375.00	$899,344.00	$4,496,719.00	3
CA-2026-070-03-00	11.12.01	BUY REPLACEMENT 40-FT BUS	$3,597,375.00	$899,344.00	$4,496,719.00	3

Discretionary Allocations

This application does not contain discretionary allocations.

Part 3: Project Information

Project Title: Bus Replacements - CNGs

Project Number	Temporary Project Number	Date Created	Start Date	End Date
CA-2026-070-01-00	1657-2025-1-P1	7/1/2025	12/30/2025	5/30/2028

Project Description
PROJECT FUNDING
Federal Funds (80%)
FY 2021 Section 5307 (UZA #060020): $412,995
Total Federal Funds: $412,995
Local Match (20%)
Senate Bill 1 (SB1): $103,249
Total Project Cost: $516,244

This grant applies $412,995 in FY 21 Section 5307 funds to replace one of nine buses that have met their minimum useful life of 12 years and/or 500,000 miles.

Project Benefits
Replacing one (1) of nine (9) buses is crucial for maintaining operational reliability and safety.

Additional Information
N/A

Location Description
The City's Transportation Facility is located at:

400 S Taylor Ave
Montebello, CA 90640

Project Location (Urbanized Areas)

UZA Code	Area Name
060000	California
060020	Los Angeles-Long Beach-Anaheim, CA

Congressional District Information

District	State
28	California
31	California
37	California
38	California
42	California
34	California

Program Plan Information

STIP/TIP
Date: 10/30/2025
Description: Description: Purchase nine (9) replacement CNG buses.
TIP Project No/ID: LA9919475
TIP No/Amendment No.: 25-15 approved on October 30, 2025.
Project Name: CNG Buses
Urbanized Area: LA/Long Beach/Anaheim

UPWP
Date: N/A
Description: N/A

Long Range Plan
Date: N/A
Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$412,995
Local			$103,249
Local/In-Kind			$0

State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$516,244**

Project Budget

Project Number		Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
CA-2026-070-01-00	111-00 (111-A1)	BUS - ROLLING STOCK		$412,995.00	$103,249.00	$516,244.00	1
CA-2026-070-01-00		11.12.01	BUY REPLACEMENT 40-FT BUS	$412,995.00	$103,249.00	$516,244.00	1

Project Budget Activity Line Items

Budget Activity Line Item: 11.12.01 - BUY REPLACEMENT 40-FT BUS

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.12.01	BUY REPLACEMENT 40-FT BUS	BUY REPLACEMENTS - CAPITAL BUS	1

Extended Budget Description
PROJECT FUNDING
Federal Funds (80%):
FY 2021 Section 5307 (UZA #060020): $412,995
Total Federal Funds: $412,995
Local Match (20%)
Senate Bill 1 (SB1): $103,249
Total Project Cost: $516,244

This grant applies $412,995 in FY 21 Section 5307 funds to replace one of nine buses that have met their minimum useful life of 12 years and/or 500,000 miles. The grant funds the purchase of one (1) of nine (9) replacement Compressed Natural Gas (CNG) buses that have an expected minimum useful life of 12 years and/or 500,000 miles. The one (1) of nine (9) bus that will be replaced have met their minimum useful life of 12 years and/or 500,000 miles and will be disposed of in accordance with Federal requirements. The CNG's will meet the Americans with Disabilities Act (ADA) requirements.

This activity was included in the 2025 FTIP # LA9919475 with FTIP amendment 25-15 approved on October 30, 2025.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)
N/A	Compressed Natural Gas	New	40-FT

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$412,995
Local			$103,249
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$516,244**

Milestone Name	Est. Completion Date	Description
RFP/IFB Issue Date	12/30/2025	
Contract Award Date	3/30/2026	The awarded contractor is New Flyer of America, Inc.
Initial Delivery Date	1/4/2028	
Final Delivery Date	2/4/2028	
Contract Closeout	5/30/2028	

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date

Class IIc CE Approved

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - ROLLING STOCK (111-00)	11.12.01	BUY REPLACEMENT 40-FT BUS	1	$412,995.00	$516,244.00

Project Title: Bus Replacements - CNGs

Project Number	Temporary Project Number	Date Created	Start Date	End Date
CA-2026-070-02-00	1657-2025-1-P2	7/1/2025	12/30/2025	5/30/2028

Project Description
PROJECT FUNDING
Federal Funds (80%):
Section 5307, FYY 2022 Los Angeles (UZA #060020): $5,423,813
Total Federal Funds: $5,423,813
Local Match (20%)
Senate Bill 1 (SB1): $1,355,953
Total Project Cost: $6,779,766

This grant applies $5,423,813 in FY22 Section 5307 funds to replace eight (8) of nine (9) buses that have met their minimum useful life of 12 years and/or 500,000 miles.

Project Benefits
Replacing eight (8) of nine (9) buses is crucial for maintaining operational reliability and safety.

Additional Information
None provided.

Location Description
The Citys Transportation Facility is located at:

400 S Taylor Ave
Montebello, CA 90640

Project Location (Urbanized Areas)

UZA Code	Area Name
060000	California
060020	Los Angeles-Long Beach-Anaheim, CA

Congressional District Information

District	State
28	California
31	California
37	California
38	California

42	California
34	California

Program Plan Information

STIP/TIP
Date: 10/30/2025
Description: Description: Purchase nine (9) replacement CNG buses.
TIP Project No/ID: LA9919475
TIP No/Amendment No.: 25-15 approved on October 30, 2025
Project Name: CNG Buses
Urbanized Area: LA/Long Beach/Anaheim

UPWP
Date: N/A
Description: N/A

Long Range Plan
Date: N/A
Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$5,423,813
Local			$1,355,953
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$6,779,766**

Project Budget

Project Number		Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
CA-2026-070-02-00	111-00 (111-A2)	BUS - ROLLING STOCK	$5,423,813.00	$1,355,953.00	$6,779,766.00	8

CA-2026-070-02-00	11.12.01	BUY REPLACEMENT 40-FT BUS	$5,423,813.00	$1,355,953.00	$6,779,766.00	8

Project Budget Activity Line Items

Budget Activity Line Item: 11.12.01 - BUY REPLACEMENT 40-FT BUS

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.12.01	BUY REPLACEMENT 40-FT BUS	BUY REPLACEMENTS - CAPITAL BUS	8

Extended Budget Description
PROJECT FUNDING
Federal Funds (80%):
FY 2022 Section 5307 (UZA #60020): $5,423,813
Total Federal Funds: $5,423,813
Local Match (20%)
Senate Bill 1 (SB1): $1,355,953
Total Project Cost: $6,779,766

This grant applies $5,423,813 in FY 22 Section 5307 funds to replace eight (8) of nine (9) buses that have met their minimum useful life of 12 years and/or 500,000 miles. The grant funds the purchase of eight (8) of nine (9) replacement Compressed Natural Gas (CNG) buses that have an expected minimum useful life of 12 years and/or 500,000 miles. The eight (8) of nine (9) buses that will be replaced have met their minimum useful life of 12 years and/or 500,000 miles and will be disposed of in accordance with Federal requirements. The CNG's will meet the Americans with Disabilities Act (ADA) requirements.

This activity was included in the 2025 FTIP # LA9919475 and is pending amendments to the FTIP.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)
N/A	Compressed Natural Gas	New	40-FT

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$5,423,813
Local			$1,355,953
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0

Total Eligible Cost	$6,779,766

Milestone Name	Est. Completion Date	Description
RFP/IFB Issue Date	12/30/2025	
Contract Award Date	3/30/2026	The awarded contractor is New Flyer of America, Inc.
Initial Delivery Date	1/4/2028	
Final Delivery Date	2/4/2028	
Contract Closeout	5/30/2028	

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - ROLLING STOCK (111-00)	11.12.01	BUY REPLACEMENT 40-FT BUS	8	$5,423,813.00	$6,779,766.00

Project Title: Bus Replacements - FCEBs

Project Number	Temporary Project Number	Date Created	Start Date	End Date
CA-2026-070-03-00	1657-2025-1-P3	1/15/2026	12/30/2025	5/30/2028

Project Description

PROJECT FUNDING
Federal Funds (80%):
FY 2023 Section 5307 (UZA #060020): $3,597,375
Total Federal Funds: $3,597,375

Local Match (20%)
Senate Bill 1 (SB1): $899,344
Total Project Cost: $4,496,719

This grant applies $3,597,375 in FY 23 Section 5307 funds to replace three buses that have met their minimum useful life of 12 years and/or 500,000 miles.

Project Benefits
Replacing these three (3) buses is crucial for maintaining operational reliability and safety.

Additional Information
None provided.

Location Description
The City's Transportation Facility is located at:

400 S Taylor Ave
Montebello, CA 90640

Project Location (Urbanized Areas)

UZA Code	Area Name
060000	California
060020	Los Angeles-Long Beach-Anaheim, CA

Congressional District Information

District	State
28	California
31	California
37	California
38	California
42	California
34	California

Program Plan Information

STIP/TIP
Date: 12/16/2024
Description: Description: Purchase three (3) replacement Hydrogen Fuel Cell Electric buses
TIP Project No/ID: LA9919107
TIP No/Amendment No.: 25-15 approved on October 30, 2025
Project Name: FCEBs
Urbanized Area: LA/Long Beach/Anaheim

UPWP
Date: N/A
Description: N/A

Long Range Plan
Date: N/A

Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$3,597,375
Local			$899,344
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$4,496,719**

Project Budget

Project Number		Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
CA-2026-070-03-00	111-00 (111-A3)	BUS - ROLLING STOCK	$3,597,375.00	$899,344.00	$4,496,719.00	3
CA-2026-070-03-00	11.12.01	BUY REPLACEMENT 40-FT BUS	$3,597,375.00	$899,344.00	$4,496,719.00	3

Project Budget Activity Line Items

Budget Activity Line Item: 11.12.01 - BUY REPLACEMENT 40-FT BUS

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.12.01	BUY REPLACEMENT 40-FT BUS	BUY REPLACEMENTS - CAPITAL BUS	3

Extended Budget Description
PROJECT FUNDING
Federal Funds (80%):
FY 2023 Section 5307 (UZA #060020): $3,597,375
Total Federal Funds: $3,597,375
Local Match (20%)
Senate Bill 1 (SB1): $899,344
Total Project Cost: $4,496,719

This grant applies $3,597,375 in FY 23 Section 5307 funds to replace three buses that have met their minimum useful life of 12 years and/or 500,000 miles. The grant funds the purchase of three (3) replacement fuel cell electric buses (FCEBs) that have an expected minimum useful life of 12 years and/or 500,000 miles. The three (3) buses that will be replaced have met their minimum useful life of 12 years and/or 500,000 miles and will be disposed of in accordance with Federal requirements. The FCEBs will meet the Americans with Disabilities Act (ADA) requirements.

This activity was included in the 2025 FTIP # LA9919107.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)
N/A	Fuel Cell	New	40-FT

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$3,597,375
Local			$899,344
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$4,496,719**

Milestone Name	Est. Completion Date	Description
RFP/IFB Issue Date	12/30/2025	
Contract Award Date	3/30/2026	The awarded contractor is New Flyer of America, Inc.
Initial Delivery Date	1/4/2028	
Final Delivery Date	2/4/2028	
Contract Completion Date	5/30/2028	

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - ROLLING STOCK (111-00)	11.12.01	BUY REPLACEMENT 40-FT BUS	3	$3,597,375.00	$4,496,719.00

Part 4: Fleet Details

Fleet Type: Fixed Route

Fleet Comments
May 21, 2026
Montebello Bus Lines is currently exceeding the spare ratio in anticipation of major upcoming events in Los Angeles, including the FIFA World Cup and the Olympic Games. These buses will be used to provide additional transportation services and support increased passenger demand during these large-scale events.

June 30, 2025

The City’s service levels have not yet returned to pre-pandemic standards; in addition, the driver shortage is impacting transit service recovery. In response, the Fleet Inventory is under major revision to address the resulting spare ratio overage. As part of a comprehensive fleet assessment, the City identified 17 vehicles that either met or exceeded their useful life benchmark (ULB). These 17 vehicles are designated for the Contingency Fleet and will be reserved or retained for emergencies or other unforeseen and FTA-justified activities. In addition, the City is following the FTA disposition requirements for three vehicles that have greatly exceeded their ULB. The City’s revised Fleet Inventory for active revenue service totals 49 vehicles. Both the revised Fleet Inventory Plan and the updated Contingency Fleet Plan documenting these changes will be uploaded to TrAMS accordingly.

		Current Value
I.	**Active Fleet**	
	A. Peak Requirement	39
	B. Spares	10
	C. Total (A+B)	49
	D. Spare Ratio (B/A)	25.64%
II.	**Inactive Fleet**	
	A. Other	17

	B. Pending Disposal	0
	C. Total (A+B)	17
III.	**Total (I.C and II.C)**	66

Part 5: FTA Review Comments

Application Review Comments

Comment By	**Luis Lopez**
Comment Type	Pre-Award Manager Returns Application
Date	5/20/2026
Comment	Address comments per email on May 20, 2026.

ATTACHMENT B

RESOLUTION NO. 26-47

RESOLUTION OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING THE RECEIPT OF FEDERAL TRANSIT ADMINISTRATION SECTION 5307 FORMULA GRANT FUNDS AND AMENDING THE FISCAL YEAR 2026-27 BUDGET TO APPROPRIATE FUNDS FOR THE PROCUREMENT OF HYDROGEN FUEL CELL ELECTRIC BUSES AND COMPRESSED NATURAL GAS BUSES

RECITALS

WHEREAS, the Federal Transit Administration (FTA) administers the Urbanized Area Formula Grant Program under Section 5307 of Title 49 of the United States Code to provide financial assistance for eligible public transportation capital projects and related transit improvements; and

WHEREAS, the City of Montebello, through Montebello Bus Lines (MBL), is an eligible recipient of FTA Section 5307 funding and receives annual formula allocations through the Los Angeles County Metropolitan Transportation Authority (Metro); and

WHEREAS, the City has been awarded Grant No. CA-2026-070-00 in the amount of Nine Million Four Hundred Thirty-Four Thousand One Hundred Eighty-Three Dollars ($9,434,183) for the procurement of three (3) Hydrogen Fuel Cell Electric Buses (FCEBs) and nine (9) Compressed Natural Gas (CNG) buses; and

WHEREAS, the grant funding consists of Section 5307 apportionments from Fiscal Years 2021, 2022, and 2023 and is intended to support the replacement of aging transit vehicles that have reached or exceeded their federally established useful life benchmark; and

WHEREAS, in order to receive and utilize the grant funds, the City must amend the Fiscal Year 2026-27 Budget to appropriate the grant revenues and corresponding local matching funds into Account No. 270-9068-2026-070; and

WHEREAS, the City Council finds that acceptance of the grant funds and amendment of the Fiscal Year 2026-27 Budget are in the best interests of the City and will support the continued provision of public transportation services to the community.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:

APPROVES THE AMENDMENT OF THE FY 2026-27 BUDGET TO APPROPRIATE FUNDS FOR THE PROCUREMENT OF HYDROGEN FUEL CELL ELECTRIC BUSES AND COMPRESSED NATURAL GAS BUSES

SECTION 1: Approvals and Certifications.

1. Approves the receipt of Federal Transit Administration Grant No. CA-2026-070-00 in the amount of Nine Million Four Hundred Thirty-Four Thousand One Hundred Eighty-Three Dollars ($9,434,183) for the procurement of three (3) Hydrogen Fuel Cell Electric Buses and nine (9) Compressed Natural Gas buses.

2. Authorizes the amendment of the Fiscal Year 2026-27 Budget to appropriate grant funding in the amount of $9,434,183 into Account No. 270-9068-2026-070 and to incorporate the required state and local matching funds associated with the grant-funded projects.

3. Authorizes the Director of Transportation, Finance Director, City Manager, and their designees to take all actions necessary to administer the grant, amend the budget, execute related documents, and implement the projects consistent with applicable federal, state, and local requirements.

4. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines; and

SECTION 2: That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED this 24th day of June 2026.

_____
Georgina Tamayo, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 26-47 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 24th day of June 2026 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

_____
Christopher Jimenez, City Clerk

ITEM # 26

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. 4545 WITH TRANSTRACK SYSTEMS INC TO PROVIDE SUPPORT SERVICES FOR FEDERAL TRANSIT ADMINISTRATION REPORTING**

DATE: June 24, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Agreement No. 4545 with Transtrack Systems, Inc. (Transtrack Systems) for a three-year (3 year) term for a total not-to-exceed amount of $128,205, to provide software licensing and support services in accordance with the Federal Transit Administration's (FTA) reporting requirements for Montebello Bus Lines' (MBL); and
2. Authorize the City Manager and/or his designee to execute the agreement on behalf of the City of Montebello; and
3. Take such additional, related, action as may be desirable.

FISCAL IMPACT:

The total three-year cost for Agreement No. 4545 is $128,205 (Attachment A). The funding will be provided through the Transportation Department's Fiscal Year 2026-27 adopted operating budget (Account No. 600-90-900-6040.10: Transit fund, Transit Administration, Contract Services - Outside Contracts). Therefore, a budget amendment is not required. Subsequent fiscal year operating budgets will be developed to include the appropriate allocations needed to fund the scope of services provided.

Table 1 breaks down the anticipated annual funding allocations needed as follows:

Table 1: Cost Allocation

Date	Cost
FY 2026-27	$40,270
FY 2027-28	$42,687
FY 2028-29	$45,248
Optional 1-Year Terms	
FY 2029-30	$48,415
FY 2030-31	$51,804

BACKGROUND/DISCUSSION:

The City operates Montebello Bus Lines (MBL) to provide safe, reliable, and accessible public transportation services to residents, businesses, and visitors throughout Montebello and the surrounding communities. Committed to serving a culturally diverse community, MBL continuously adapts its fixed routes and schedules to meet changing regional mobility needs. These ongoing operational updates improve service efficiency, reliability and overall customer satisfaction.

To support these efforts and ensure seamless day-to-day operations, MBL relies on specialized computer software to manage critical transit support functions. Transtrack Systems serves as a comprehensive transit management and reporting platform that provides essential support for FTA reporting requirements. The software functions as a centralized database for collecting, storing, analyzing, and reporting operational and performance data, enabling staff to monitor key performance indicators, maintain regulatory compliance, and make data-driven decisions regarding transit operations. In addition, the software facilitates efficient access to operational statistics, maintenance information, ridership trends, and other performance metrics necessary for managing the transit system.

Part of this agreement will also incorporate the APC-AVL (Automated Passenger Counting and Automatic Vehicle Location) module. The APC-AVL module will automate the collection of ridership and vehicle location data, significantly improving the accuracy and reliability of passenger counts and operational reporting. The implementation of this technology will eliminate the need for manual ridership data entry, reduce staff workload, minimize the potential for human error, and provide real-time operational insights. In addition, the automated collection of ridership and location information will enhance MBL's ability to analyze route performance, optimize service planning, support grant reporting requirements, and improve overall operational efficiency.

Montebello Municipal Code Section 3.20.050 – Conformance with Bidding Procedures, outlines exceptions to the formal bidding procedures for the purchase of supplies and equipment. Since Transtrack Systems is identified as a sole-source vendor due to the proprietary nature of the software and the unique attributes of the data collected, this solution will be procured in accordance with MMC 3.20.050 (B), when supplies and equipment can only be obtained from one source.

Therefore, staff recommend the City Council approve Agreement No. 4545 with Transtrack Systems, attached hereto in substantial form, to ensure MBL's daily operations and essential services continue without disruption. Once approved, staff will complete a Sole Source Declaration form as written record for this vendor (Attachment B).

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend the City Council approve Agreement No. 4545 with Transtrack Systems, attached hereto in substantial form (Attachment A), for a 3-year term with the option for renewal of up to two (2) additional 1-year terms, for a total not-to-exceed amount of $128,205 (Attachment C), to provide software licensing and support services in accordance with the FTA's reporting requirements for MBL; authorize the City Manager and/or his designee to execute the agreement on the City's behalf; and take such additional, related action as may be desirable.

ATTACHMENT(S)

1. Attachment A – Proposed Draft Agreement No. 4545
2. Attachment B – Sole Source Declaration Form
3. Attachment C – Transtrack Systems Proposal

ATTACHMENT A

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 4545 WITH TRANSTRACK SYSTEMS, INC

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **June 24, 2026** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and TRANSTRACK SYSTEMS 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 software licensing and support services in accordance with the Federal Transit Administration's (FTA) reporting requirements for Montebello Bus Lines' (MBL); 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. 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, 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 provide software licensing and support services in accordance with the Federal Transit Administration's (FTA) reporting requirements

for Montebello Bus Lines 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. 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 software licensing, support services, and related deliverables have been provided 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.

- **Professional Liability** insurance appropriate to the VENDOR'S profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

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:	Transtrack Systems Inc Attn: Caren Lee, Manager – Custom Care 5625 Rockwell Drive, NE Cedar Rapids, IA 52402 Email: caren.lee@transtrack.net

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 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	**TRANSTRACK SYSTEMS, INC**
Raul Alvarez, City Manager	Leanne Tribe, General Manager

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – VENDOR's Proposal
- Exhibit B – Schedule of Compensation

EXHIBIT “A”

VENDOR’s Proposal

EXHIBIT “B”

Schedule of Compensation

SOLE SOURCE DECLARATION

I, THE UNDERSIGNED, DO HEREBY CERTIFY to the best of my knowledge, after analyzing pertinent information available to us at this time, the item(s)/service(s) listed below can only be furnished by the following vendor due to the following justification(s):

Item/Service: **SOFTWARE LICENSES AND SUPPORT SERVICES FOR FEDERAL TRANSIT ADMINISTRATION (FTA) REPORTING**

Vendor: **TRANSTRACK SYSTEMS LLC**
Address: **5265 ROCKWELL DRIVE NE.**
City, State: **CEDAR RAPIDS, IA 52402**

Justification: ***Refer to Back Page of this Form for Accepted Justification and Indicate the Exception Claimed Below, Provide Additional Information as Needed***

Transtrack provides a robust database platform designed to streamline the analysis and reporting of operational performance within transportation systems. Its functionality spans various facets of transportation management, facilitating the collection, organization, and analysis of critical data for decision-making processes. Notably, Transtrack excels in centralizing disparate datasets, enabling transportation agencies to consolidate information from multiple sources into a single, accessible repository. This centralized approach simplifies data management and ensures data consistency and integrity, enabling more accurate analyses and reporting.

I declare under penalty of perjury that the foregoing is true and correct.

_____ _____

John Soria
Director of Transportation **Date**

Under "Justification" on Page 1 of this form, indicate which exception to the Purchasing Municipal Code (Chapter 3.20 et al) is being claimed to deem this purchase a "sole source purchase:"

Acceptable and Allowed Exceptions:

1. Only one manufacturer makes the item(s) meeting required specifications, AND that manufacturer only sells direct/exclusively through one regional/national vendor/representative.

2. The original manufacturer can only perform maintenance or repair services, AND the manufacturer does not have multiple agents to perform the required services.

3. Replacement and/or spare parts are exclusively available from the original manufacturer, AND the original manufacturer does not have distributors for those parts.

4. Patented items or copyrighted materials that are only available from the patent or copyright holder.

5. A formal/informal survey has been conducted by the requesting Department and/or Finance Department to determine whether other vendors/consultants can satisfy the requirements of the item or service. The survey provides vendors/consultants with a list of detailed requirements, and they provide a written response regarding their capability to supply the item or service. If only one (1) vendor can meet all of the listed requirements, this survey may be used to support the sole source claim.

6. A collaborative project where a specific vendor/contractor/consultant is named by the funding agency and/or inter-agency agreement as the source of an item or service, and the use of the vendor/consultant is required for compatibility.

5625 Rockwell Drive, NE
Cedar Rapids, IA 52402
+1.319.361.0007
www.transtracksystems.net

June 5, 2026

John Soria
City of Montebello Bus Lines
400 South Taylor Avenue
Montebello, CA 90640

Subject: Maintenance & Support Contract Renewal
TransTrack Manager®

Dear Mr. Soria,

City of Montebello Bus Lines has expressed interest in extending their TransTrack Manager maintenance and support for 3 base years and 2 one-year option years for a total of a 5-year renewal. TransTrack is sharing the following information to assist Montebello Bus Lines in preparing for an upcoming board meeting.

The coverage period of this renewal is expected to be July 1, 2026 through June 30, 2031. The total renewal amount, for maintenance and support is $228,424. The breakdown is as follows:

Contract Year	Coverage Period	Amount
Year 1	July 1, 2026 – June 30, 2027	$40,270
Year 2	July 1, 2027 – June 30, 2028	$42,687
Year 3	July 1, 2028 – June 30, 2029	$45,248
Base Year Contract Value	**July 1, 2026 – June 30, 2029**	**$128,205**
Option Year 1	July 1, 2029 – June 30, 2030	$48,415
Option Year 2	July 1, 2030 – June 30, 2031	$51,804
Total Contract Value	**July 1, 2026 – June 30, 2031**	**$228,424**

Any additions to the contract which results in new recurring revenue will increase the annual maintenance and support costs outlined in this renewal.

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Cedar Rapids, IA 52402
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TransTrack has updated its standard Terms and Conditions (attached) to reflect our current approach to SaaS maintenance and support services. The pricing and coverage periods outlined in this letter are based on incorporating these updated terms into our renewal. We're flexible on how to structure this, whether through an amendment to the existing agreement or another approach that works for Montebello Bus Lines, and we are open to work with you to preserve your specific contractual requirements while ensuring the updated provisions governing our SaaS relationship are in place.

Sincerely,

Leanne Tribe, General Manager
TransTrack Solutions Group

APPENDIX 1

TransTrack SaaS TERMS AND CONDITIONS

1. **Subscription Services.** Supplier will make available to Customer (on a non-exclusive basis) the Subscription Services indicated in a SOW (the **"Services"**). Customer agrees that its purchase of a subscription to the Subscription Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Supplier regarding future functionality or features.

2. **Restrictions.** Unless specifically indicated otherwise on an Order Form, Customer will use the Subscription Services only for its own, internal business purposes. Customer will not: (i) resell, license, rent, transfer, assign, copy, frame, or mirror any part or content of the Subscription Services; (ii) make the Subscription Services available for timesharing or service bureau purposes; or (iii) otherwise provide access to the Subscription Services to any third-party, except as such third-party access is expressly agreed to between the parties. Customer will not, subject to any non-waivable rights Customer may enjoy under applicable law, directly or indirectly: (i) reverse engineer, create derivative works, decompile, disassemble, or otherwise attempt to discover, the source code or underlying structure, ideas, know-how or algorithms relevant to the Subscription Services or any software, documentation or data related to the Subscription Services; (ii) interfere with or disrupt the integrity or performance of the Subscription Services or third-party data contained therein; (iii) attempt to gain unauthorized access to the Subscription Services or its related systems or networks; (iv) modify, translate, or create derivative works based on the Subscription Services; or (v) remove, modify, or obscure, any proprietary notices, markings, or labels. Customer may not access or use the Subscription Services or Supplier's content or property (including but not limited to marketing and promotional materials), in order to build, support, or assist a third-party in building or supporting products or services that compete with Supplier or its offerings.

3. **Supplier Software.** Supplier may provide Customer with the ability to obtain certain Supplier software for use with the Subscription Services. If Supplier provides Supplier software to Customer and does not specify separate terms for such software, then such Supplier software is provided as part of the Subscription Services and Customer has the non-exclusive, worldwide, limited right to use such Supplier software, subject to the terms of this agreement (except for separately licensed elements of the Supplier software, which separately licensed elements are governed by the applicable separate terms), solely to facilitate Customer's use of the Subscription Services. Customer may allow its users to use the Supplier software for this purpose, and Customer is responsible for their compliance with the license terms. Customer's right to use any Supplier software will terminate on the earlier of Supplier's notice (by web posting or otherwise) or the end of the Subscription Services associated with the Supplier software. Notwithstanding the foregoing, if Supplier software is licensed to Customer under separate terms, then Customer's use of such software is governed by the separate terms. Customer's right to use any part of the Supplier software that is licensed under the separate terms is not restricted in any way by this Agreement.

4. **Suspension.** Supplier may suspend Customer's access to or use of the Subscription Services if it believes (a) there is a significant threat to the functionality, security, integrity, or availability of the Subscription Services or any content, data, or applications in the Subscription Services; (b) Customer is accessing or using the Subscription Services to commit an illegal act; or (c) there is a violation of the acceptable use or restrictions described herein. When reasonably practicable and lawfully permitted,

Supplier will provide Customer with advance notice of any such suspension. Supplier will use reasonable efforts to re-establish the Subscription Services promptly after it determines that the issue causing the suspension has been resolved.

5. **Technical Support.** Supplier will provide Customer with reasonable technical support services ("**Technical Support**") in accordance with Supplier's standard practice during standard business hours. Customer acknowledges and agrees that Technical Support is intended to address specific problems experienced by Customer relating to the Subscription Services and is not intended to train Customer's employees or to support third-party products ("**Other Assistance**"). Supplier will advise Customer during a support session if Supplier considers such request to constitute Other Assistance. If the problem reported by Customer to Supplier is the result of hardware malfunction (not relating to Supported Hardware where such service is specified on the SOWs) or other causes external to the Subscription Services, Supplier will advise Customer to have the hardware/network repaired. Support resulting from hardware/network problems or issues associated with third-party products or services will be billed to Customer at Supplier's then-current hourly rates.

6. **Integrations/Interfaces.** Integrations or interfaces to third-party vendor systems may be available, as indicated in the documentation associated with the Subscription Services. To the extent such third-party vendor system integrations or interfaces are available, Supplier will install or make available the integrations or interfaces as agreed between the parties. Customer will act as a liaison between Supplier and any third-party vendor(s) with which the Subscription Services will integrate or interface. Customer will have its third-party vendor available at the time that Supplier is scheduled to connect the integration or interface and to assist with such connection, as required by Supplier. Transactions processed by a third-party vendor system may be subject to separate licensing requirements. Customer acknowledges and agrees that it has the sole obligation to obtain, or cause its third-party vendor to obtain, all such licenses.

7. **Customer Development and Enhancement Requests.** This Agreement does not include any programming services for custom development or modifications. Such work, if negotiated and agreed to between Supplier and Customer, will be the subject of a separate agreement for development services between the parties. Customer further acknowledges that the Subscription Services are a major and valuable asset of Supplier's business and, as such, Supplier will have complete control of the design and development of the Subscription Services, including with respect to any enhancements and modifications. Therefore, Supplier has the right, and sole discretion, to reject any request for enhancement or modification to the Subscription Services by Customer.

8. **Professional Services.** Supplier will provide Customer with the Professional Services, if any, set forth in the SOW ("**Professional Services**"). Subject to what is detailed in the SOW, such Professional Services will be scheduled as mutually agreed upon subject to Supplier's availability following receipt by Supplier of the signed Agreement and any related deposit. If Customer requires rescheduling of confirmed Professional Service dates, Supplier will make commercially reasonable efforts to accommodate Customer's request and provide Customer with the next available dates based on Supplier's then-current availability. Customer will be responsible for paying for any Professional Services that have been scheduled and confirmed between Customer and Supplier if canceled or rescheduled by Customer less than thirty (30) calendar days prior to the commencement of such Professional Services, unless (and only to the extent that) Supplier is able to reschedule the resource with another customer using commercially reasonable efforts.

9. **Payment Terms.** Customer agrees to pay the fees set out in the SOW. All fees are payable in accordance with the terms set out in, and in the currency specified in Appendix 3 (Pricing and Payment Milestones). Customer will also pay for Professional Services at Supplier's then prevailing rates, unless otherwise indicated on the SOW. For Professional Services provided on-site at Customer's site or another Customer designated location, Customer will also be responsible for including travel, meals, accommodation, and related expenses incurred by Supplier's employees or agents. Unless otherwise indicated on the invoice, all invoices are due upon receipt. Fees stated in the SOW are exclusive of Taxes (as defined in Section 9). Other than as provided for pursuant to Section 16 (Indemnification), Supplier does not provide credits or refunds for fees already due or paid. If Customer wishes to decrease its use of the Subscription Services after the Initial Term (to the extent service capacity or usage is limited pursuant to the SOWs)), Customer may do so after the Initial Term if Customer notifies Supplier thirty (30) calendar days in advance. If Customer wishes to increase its use of the Subscription Services (to the extent service capacity or usage is limited pursuant to the SOWs), Customer must notify Supplier in advance and pay any applicable fees upon the parties' execution of an amendment to the Agreement.

   Any invoice disputes must be initiated by Customer in good faith and in writing; Customer will be entitled to notify Supplier of any invoice dispute by the due date of the applicable invoice, after which time the invoice will be deemed to be accepted by Customer and will be due and payable. If Customer initiates a dispute about a particular invoice, any undisputed amounts charged on such invoice will continue to be due and payable. Supplier and Customer agree to use reasonable efforts to address and attempt to resolve any invoice dispute within thirty (30) days after Supplier's receipt of Customer's notice to Supplier regarding such dispute. For any undisputed invoiced amount that is not paid when due, Supplier reserves the right to charge, and Customer agrees to pay, a late payment fee on the unpaid balance from the due date until paid (whether before or after judgment) equal to one percent (1%) per month. If it is determined that Supplier properly charged any amount disputed and withheld by Customer, the late fee will be assessed and paid on the disputed, withheld amount.

   Except for a good faith dispute as outlined above, if Customer fails to make any payment hereunder when due, Supplier reserves the right to suspend or interrupt the provision of Customer's access to the Subscription Services (and all related services provided hereunder) until such non-payment is remedied, provided that Supplier provides Customer with five (5) calendar days advance notice (including via email notification or other form of notification via the Subscription Services) that fees remain outstanding. In such event, Supplier will not be precluded from exercising any additional remedies that might be available to it under the terms of this Agreement or otherwise.

10. **Taxes.** Customer is responsible for paying all taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**") associated with Customer's purchases hereunder. Supplier is solely responsible for taxes assessable based on Supplier's income, property, and employees. If Supplier has a legal obligation to pay or collect Taxes for which Customer is responsible under this Agreement, the appropriate amount will be computed based on Customer's address listed herein and invoiced to and paid by Customer, unless Customer provides Supplier with a valid tax exemption certificate authorized by the applicable competent authority in the relevant jurisdiction (or such other form of confirmation supplied for the same purpose) at least five (5) business days prior to the due date of the applicable Supplier invoice. All fees are payable in full and without reduction or withholding for Taxes. If, for whatever reason, Customer is required by law to withhold any Taxes from fees payable hereunder, Customer will gross up its payments to Supplier so that Supplier receives the fees in full and free of any such deductions. Customer will, upon request of Supplier,

provide to Supplier proof that Taxes have been paid, if such payment is not made to Supplier directly. If Supplier pays any costs or expenses incurred in relation to any import duties, customs, formalities, permissions, or other requirements, then Customer will promptly reimburse Supplier for all such amounts in full.

11. **Third-Party Components.** To properly use the Subscription Services, Customer agrees it may require use of certain third-party components which, if any, will be listed in the SOW ("**Third-Party Components**"). Subject to the SOW, Customer acknowledges that Supplier will have no responsibility for the implementation or operation of such Third-Party Components. Supplier may provide certain notices to Customer in the program documentation, readmes or notice files and that apply to such third-party technology. The existence of a notice does not affect the terms under which third-party technology is licensed to Customer.

12. **Ownership.** Customer will own all right, title, and interest in and to any data, including digital files and unstructured content objects, entered or submitted by Customer by means of the Subscription Services (the "**Customer Data**"). At all times, Supplier will own all intellectual property rights (including copyright) in and to (i) the Subscription Services; (ii) any software (other than any Third-Party Components) to which access may be provided by means of the Subscription Services; (iii) all upgrades, enhancements, and modifications to the Subscription Services; and (iv) any software, applications, inventions, or other technology developed in connection with the Subscription Services. Supplier or its Suppliers retain all ownership and intellectual property rights to the programs, methodologies, Subscription Services, and Supplier content.

13. **Customer Input.** Supplier will have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Subscription Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, its employees, contractors, and agents relating to the operation or functionality of the Subscription Services (collectively, "**Customer Input**"). Supplier will have no obligation to incorporate Customer Input into the Subscription Services. Customer will have no obligation to provide Customer Input.

14. **Customer Responsibility.** Customer agrees to name a Project Manager/System Administrator with responsibility for taking reasonable action to ensure a timely implementation set-up and training by Supplier of Customer staff. Customer is responsible for assigning security access to the Subscription Services and data of the Customer. Customer understands that satisfactory performance of the Subscription Services requires: up to date Microsoft Edge, Chrome, Firefox, or similar modern browsers. Customer is responsible for providing the hardware and appropriate software and operating systems specified herein.

15. **Use of Logo for Promotional and Marketing Materials.** Unless indicated otherwise in the applicable SOWs, Customer provides Supplier with permission to use its trademark, logo, and trade name ("**Branding**") within Supplier's promotional and marketing materials. Supplier is granted no other right to the Branding and acknowledges that it will not gain any proprietary interest in the same. Supplier is under no obligation to make use of, or to provide compensation for, the right or permission granted by Customer to the Branding. Supplier will be the exclusive owner of all right, title, and interest, including copyright in its promotional and marketing materials. The permission to use the Branding may be terminated at any time by Customer by providing Supplier with thirty (30) days' prior written notice. Upon such termination, Supplier will refrain from future use of the Branding; however, Supplier may continue to distribute and use the promotional and marketing materials where Customer's Branding

has been previously printed prior to the notice of termination and where such placements cannot be discontinued or altered without Supplier incurring any losses.

16. Confidentiality.

(a) Definition of Confidential Information. "**Confidential Information**" means all information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes Customer Data; Supplier's Confidential Information includes the Subscription Services and information regarding features, functionality and performance of the Subscription Services; and Confidential Information of each party includes the terms and conditions of this Agreement and all SOWs (including pricing), as well as business and marketing plans, technology and technical information, Intellectual property, trade-secrets, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third-party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. Any combination of information which comprises part of the Confidential Information shall not be deemed to be exempt from the obligations of confidentiality merely because individual parts of that information were publicly known, in the Receiving Party's possession, or received by the Receiving Party, unless the combination itself was publicly known, in the Receiving Party's possession, or received by the Receiving Party.

(b) Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) and will: (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party will disclose the terms of this Agreement or any SOWs to any third-party other than its affiliates, legal counsel, and accountants, without the other party's prior written consent, provided that a party that makes any such disclosure to its affiliate, legal counsel, or accountants will remain responsible for such affiliate's, legal counsel's or accountant's compliance with this Section 14.

(c) Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

17. Data.

(a) Customer will have sole and exclusive responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data, such responsibility also extends to the means by which the Customer Data was acquired. Customer will not send or store infringing, obscene, threatening, libelous or otherwise unlawful, or tortious material, including material that is harmful to children, violates third-party privacy or intellectual property rights, includes malicious code, or thatwill interfere with the integrity of the Subscription Services, or any other services or Products provided or contemplate herein.

(b) Apart from what limited information and data is strictly required for Supplier to perform or provide the Subscription Services, Professional Services, or Products, Customer agrees that sensitive personal data may not be submitted to the Subscription Services, including images, text, sounds or other data containing or revealing government-issued identification numbers; financial information (such as credit or debit card numbers, any related security codes or passwords, and bank account numbers); racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, information concerning health or sex life; information related to an individual's physical or mental health; and information related to the provision or payment of health care. Additionally, Customer may not use the Subscription Services to create or analyze biometric identifiers such as face prints, voiceprints, fingerprints, or scans of eyes, hands or facial geometry, nor may Customer use the Subscription Services for the purposes of analyzing, profiling or targeting someone's racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, age, gender, sex life, sexual orientation, criminal convictions, disability, health status or medical condition. Customer will not use the Subscription Services to (a) store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights, or (b) store or transmit malicious code (*e.g.,* code, files, scripts, agents, or programs intended to do harm, including, viruses, worms, time bombs, and Trojan horses).

(c) Unless specifically stated otherwise in an SOW Supplier does not want nor does it require, nor will Customer provide or disclose (i) personal information or data, or personal identifiable information or data (each individually or together "**PII**"), as defined in the California Consumer Privacy Act (CCPA), and other applicable legislation; (ii) personal protected health information, as defined by the Health Insurance Portability and Accountability Act (HIPAA) and other applicable legislation, ("**PHA**"); or (iii) personal financial data, or payment card data or information ("**PCI**") as defined by the Gramm-Leach-Bliley Act, the Payment Card Industry Data Security Standards, or other applicable legislation or standards, to the Subscription Services, or for any other reason specified in or contemplated by this Agreement or the services or Products provided herein. When applicable, Customer must categorize and identify its PII or PHA in accordance with ISO 27001, NIST, or an equivalent standard of equal rigor before sending it to Supplier. Supplier is not a payment processor, and as such is not subject to compliance with PCI standards; Supplier does not warrant that the Subscription Services, or any other services or Products supplied in this Agreement will be compliant with payment card industry requirements. Supplier will not accept any liability in connection with payment card industry, PII, or PHA, compliance.

(d) Each party agrees that, in the performance of its respective obligations under this Agreement, it will comply with the provisions of applicable data protection law to the extent it applies to each of them. The parties further agree that Customer is the data controller in respect of any personal data that Supplier processes while providing services for Customer. Accordingly, Supplier agrees that it will: (i) only process Customer's personal data to provide the Subscription Services, Professional Services, or Products, or in accordance with any lawful instructions reasonably given by Customer from time to time; (ii) implement reasonable appropriate technical and organizational measures to protect personal data against unauthorized or unlawful processing and accidental destruction or loss; (iii) include provisions which are equivalent to those in this Section 17 in any contract with any subcontractors who will process personal data; (iv) take reasonable steps to ensure the reliability of its employees who have access to the personal data; and (v) as soon as reasonably practicable refer to Customer any requests, notices or other communication from data subjects, data protection or other law enforcement authority, for Customer to resolve.

(e) Where Customer is subject to EU data protection laws, Customer acknowledges and agrees that Supplier may transfer personal data which it processes on Customer's behalf to countries outside the European Economic Area to provide the Subscription Services and carry out Supplier's other obligations under this Agreement.

(f) Supplier will notify Customer as soon as reasonably possible upon discovery of any data security incident impacting Customer Data. Supplier will not be responsible for any loss or damage to Customer Data unless such loss or damage was caused solely, entirely, and directly by Supplier.

(g) Customer grants to Supplier a royalty-free, non-transferable, non-exclusive license for the term of this Agreement to use Customer Data to the extent necessary to perform the Subscription Services or Professional Services, or to deliver Product. Notwithstanding anything to the contrary, Supplier will have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Subscription Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Supplier will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Subscription Services and for other development, diagnostic and corrective purposes in connection with the Subscription Services and other Supplier offerings, and (ii) disclose such data solely in aggregate or other de- identified form in connection with its business.

(h) SUPPLIER RESERVES THE RIGHT AT ITS SOLE DISCRETION TO DELETE, AT ANY TIME AND FOR ANY REASON, ANY CONTENT, APPLICATION OR SOFTWARE IN THE SUBSCRIPTION SERVICES, INCLUDING BUT NOT LIMITED TO ANY CUSTOMER DATA. ANY CONTENT, APPLICATION OR SOFTWARE MAY BECOME PERMANENTLY LOST IF SO DELETED. Supplier has no obligation to monitor the Customer Data, but at its sole discretion, may access, monitor, or review Customer's activity, and the Customer Data in the Subscription Services. Customer has sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and ownership of all Customer Data.

(i) Customer will obtain at its sole expense, any rights, and consents from third-parties necessary for the Customer Data and any other third-party content or vendors' products provided by Customer that Customer uses with the Subscription Services, including such rights and consents as necessary for Supplier to provide the Subscription Services.

18. Indemnification.

(a) Intellectual Property Infringement Indemnification in Favor of Customer. Supplier will defend and indemnify Customer and its officers, directors, employees, agents, successors, and permitted assigns from and against costs, damages and expenses arising out of any claim brought against Customer by a third-party based on the claim that the Subscription Services, or Customer's use of the Subscription Services infringes or misappropriates any United States patent, copyright, trade secret, or trademark of that third-party ("**Claims**"), provided that Customer (i) notifies Supplier in writing no later than thirty (30) calendar days after Customer's receipt of notification of potential Claims; (ii) allows Supplier to assume sole control of the defense of such Claim(s) and all related settlement negotiations and (iii) provides Supplier, at Supplier's sole cost and expense, with all reasonable assistance, information and authority necessary to perform Supplier's obligations under this Section. Supplier will not be liable for any infringement or Claim based upon any modification of the Subscription Services developed by Customer, or use of the Subscription Services in combination with software or other technology not supplied or approved in advance by Supplier, or use of the Subscription Services contrary to this Agreement or the documentation related to the Subscription Services, including operator and user manuals. If the Subscription Services are held by a court of competent jurisdiction to infringe, Supplier, at its own expense, will (a) replace or modify the Subscription Services to be non-infringing; (b) obtain for Customer a right to continue using the Subscription Services; or (c) if neither (a) nor (b) is feasible, terminate the Agreement and refund a portion of the subscription fee paid by Customer for the Subscription Services for which Customer has not yet enjoyed use of the Subscription Services, including fees or costs associated with custom development and services paid for but not yet delivered.

Further, Supplier will not indemnify Customer to the extent that an infringement claim is based upon products or services not provided by Supplier. Supplier will not indemnify Customer to the extent that an infringement claim is based on any third-party content or material from a third-party portal or another external source that is accessible or made available to Customer within or by the Subscription Services (*e.g.*, a social media post from a third-party blog or forum, a third-party Web page accessed via a hyperlink, marketing data from third party data providers, etc.). Supplier will not indemnify Customer to the extent that an infringement claim is based upon the combination of any products or services provided hereunder with any products or services not provided by Supplier. Supplier will not indemnify Customer for infringement caused by Customer's actions against any third-party if the products or services as delivered to Customer and used by Customer in accordance with the terms of this Agreement would not otherwise infringe any third-party intellectual property rights. Supplier will not indemnify Customer for any infringement claim that is based on: (1) a patent that Customer was made aware of prior to the effective date of this Agreement (pursuant to a claim, demand, or notice), or (2) Customer's actions prior to the effective date of this Agreement. If a third-party makes a claim against Supplier that any information, design, specification, instruction, software, data, or material furnished by Customer to Supplier under this agreement infringes their intellectual property right, Customer will indemnify Supplier.

THE FOREGOING STATES SUPPLIER'S SOLE AND EXCLUSIVE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER INDEMNIFIED PARTIES WITH RESPECT TO ANY CLAIM, WHETHER OF (I) INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS ORPROPRIETARY RIGHTS OF ANY THIRD-PARTY, OR (II) OTHERWISE.

(b) Customer's Indemnity. Customer agrees to indemnify, hold harmless and defend Supplier, its affiliates and any of their respective officers, directors, employees, agents, successors and permitted assigns from and against all costs, damages, and expenses arising out of or on account of (i) Customer's use of the Subscription Services or Products, (ii) the Customer Data, (iii) Customer's obligations of privacy to any person or entity, (iv) Customer's failure to obtain any necessary consents, permits, or authorization, or (iv) Customer's breach or violation of any provision of this Agreement.

19. Warranty & Warranty Disclaimer

(a) Subscription Services – Limited Warranty. Supplier warrants that the Subscription Services will conform in all material respects to the documentation provided by Supplier in relation to the Subscription Services. As Customer's sole remedy for any breach of this warranty, if Customer brings to Supplier's notice any incidence of non-conformance, Supplier will use reasonable efforts to correct the error. Supplier's maintenance hours for receiving any such calls are standard business hours. Supplier does not warrant that the Subscription Services, Professional Services, or Products, will perform error-free or uninterrupted, or that Supplier will correct all errors related thereto.

(b) Internet. Supplier will use commercially reasonable efforts to ensure that the web pages generated with the Subscription Services will be served (*i.e.,* delivered from Supplier's internal network or that of its Internet service provider) promptly regardless of the level of traffic to Supplier's servers, subject to outages, communication and data flow failures, interruptions, and delays, inherent in Internet communications. Customer acknowledges that problems with the Internet, equipment, software and network failures, impairments or congestion, or the configuration of Customer's computer systems, may prevent, interrupt, or delay Customer's access to the Subscription Services, or data stored within the Subscription Services. Supplier is not liable for any delays, interruptions, suspensions, or unavailability of the Subscription Services or the data stored within the Subscription Services, attributable to problems beyond its control, including but not limited to problems with the Internet or the configuration of Customer's computer systems.

(c) System Requirements. Customer acknowledges that the Subscription Services are intended to perform with, and Supplier provides the Subscription Services based upon, the system requirements specified in the SOWs or additional documentation made available by Supplier to Customer, as those may be updated by Supplier from time to time. Supplier has no liability for failure of the Subscription Services based upon Customer's failure to comply with such system requirements.

(d) Warranty Limitation. The conditions and warranties set forth in this Agreement do not apply to the extent that non-compliance is caused by, or has resulted from, whether directly or indirectly, (i) Customer's use of the Subscription Services other than as authorized in this Agreement; (ii) use of the Subscription Services in combination with other software, data, or products that are defective, incompatible with, or not authorized in writing by Supplier for use with the Subscription Services; (iii) any malfunction of Customer's hardware, computers, computer-related equipment, or network connections; and (iv) any modification of the Subscription Services not performed by Supplier or otherwise authorized by Supplier in writing.

(e) Disclaimer. EXCEPT FOR THE WARRANTIES PROVIDED IN THIS SECTION 19 AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SUBSCRIPTION SERVICES AND PROFESSIONAL SERVICES, IF ANY, ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND SUPPLIER DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS, GUARANTEES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY AND CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE USE OF REASONABLE SKILL AND CARE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUPPLIER MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, GUARANTEES, OR CONDITIONS, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THE USE OF REASONABLE SKILL AND CARE, NON-INFRINGEMENT, SATISFACTORY QUALITY, ACCURACY, FREEDOM FROM ERROR, OR THAT THE SUBSCRIPTION SERVICES AND PROFESSIONAL SERVICES, IF ANY, WILL MEET ALL OF CUSTOMER'S REQUIREMENTS. SUPPLIER MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, GUARANTEES, OR CONDITIONS, WITH RESPECT TO ANY THIRD-PARTY SOFTWARE, HARDWARE, OR SERVICES, PROVIDED IN CONNECTION WITH THE SUBSCRIPTION SERVICES. SUPPLIER'S LIMITED WARRANTIES DO NOT APPLY TO ANY SOFTWARE WHICH HAS BEEN MODIFIED OR ALTERED IN ANY MANNER BY ANYONE OTHER THAN SUPPLIER OR ITS AUTHORIZED AGENT. SOME STATES OR JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, GUARANTEES, OR CONDITIONS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO CUSTOMER. IN THAT EVENT, SUCH WARRANTIES, REPRESENTATIONS, GUARANTEES OR CONDITIONS WHICH THE LAW FORBIDS FROM BEING EXCLUDED ARE LIMITED IN DURATION TO THE WARRANTY PERIOD TO THE EXTENT LEGALLY PERMISSIBLE.

Nothing in this Agreement excludes, restricts, or modifies, any right or remedy, or any guarantee, representation, warranty, condition, or other term, implied or imposed by any applicable law which cannot lawfully be excluded or limited. This may include any consumer law which contains guarantees that protect the purchasers of goods and services in certain circumstances. The parties agree that it is Customer's responsibility to determine whether the Subscription Services are suitable for Customer's requirements. No other terms, conditions, representations, warranties or guarantees, whether written or oral, express, or implied, will form a part of this Agreement or have any legal effect whatsoever.

(f) Third-Party Web Sites, Content, Products, and Services. The Subscription Services may enable the addition of links to Web sites and access to material, products, and services of third parties, including users, advertisers, affiliates, and sponsors of such third parties. Except as specifically provided in the SOWs, (a) Supplier is not responsible for any third-party Web sites or third-party material provided on or through the Subscription Services and (b) each party bears all risks associated with the access and use of such Web sites and third-party material, products, and services.

20. Limitation of Liability. TO THE FULL EXTENT PERMITTED BY LAW, SUPPLIER'S ENTIRE LIABILITY UNDER THIS AGREEMENT OR IN ANY WAY RELATED TO THE SUBSCRIPTION SERVICES AND PROFESSIONAL SERVICES, IF ANY, OR ANY RELATED ITEMS, IS LIMITED TO DIRECT DAMAGES IN AN AMOUNT EQUAL TO THE FEES PAID BY CUSTOMER TO SUPPLIER PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM.

NOTWITHSTANDING THE FOREGOING, NEITHER PARTY WILL BE LIABLE FOR (I) ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO

THIS AGREEMENT OR IN ANY WAY RELATED TO THE SUBSCRIPTION SERVICES AND PROFESSIONAL SERVICES, IF ANY, OR ANY RELATED ITEMS; OR (II) ANY LOSS OF REVENUE, PROFITS, GOODWILL OR DATA, OR DATA USE (INCLUDING ASA RESULT OF A VIRUS), BUSINESS INTERRUPTION, FAILURE TO REALIZE AN EXPECTED SAVING, CORRUPTION OF DATA, OR CLAIMS AGAINST THEM BY ANY THIRD-PARTY, EVEN IF THE PARTIES ARE ADVISED, OR MAY REASONABLY SUPPOSED TO HAVE BEEN AWARE, OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

SUCH LIMITATIONS WILL APPLY REGARDLESS OF HOW THE CLAIM ARISES, WHETHER ARISING BASED ON CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE AND WILL APPLY TO ALL SOWS SCHEDULES, ADDENDA, AGREEMENTS, AND ATTACHMENTS RELATED TO THIS AGREEMENT. THE FOREGOING LIMITATIONS OF LIABILITY ALLOCATE THE RISKS BETWEEN SUPPLIER AND CUSTOMER AND FORM A MATERIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. SUPPLIER'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.

21. Term and Termination

(a) Term of Agreement. This Agreement commences on the Effective Date or on the date that access to the Subscription Services is made available to Customer, whichever is sooner, and continues until all subscriptions and their related SOWs hereunder, have expired or have been terminated pursuant to the terms of this Agreement.

(b) Term of Purchased Subscriptions. The term of each subscription will be as specified in the applicable SOW. Except as otherwise specified in a SOW, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one (1) year (whichever is shorter), unless either party gives the other notice of non-renewal at least ninety (90) days before the end of the relevant subscription term.

(c) Termination by Customer. Customer has the right to terminate this Agreement if (i) Supplier is in material default of any term or condition herein, and fails to cure such default within thirty (30) days after receipt of written notice of such default, or (ii) Supplier becomes insolvent or any proceedings are to be commenced by or against Supplier under any bankruptcy, insolvency, or similar laws.

(d) Termination by Supplier. Supplier has the right to terminate this Agreement if Customer is in default of any term or condition of this Agreement and fails to cure such default within thirty (30) days after receipt of written notice of such default. If payment for undisputed charges has not been received after ten (10) days from the date of the written notice to Customer specifying the delinquency, Supplier shall have the right to terminate this Agreement and all rights granted herein and seek damages and injunctive relief for the breach thereof. Further, Supplier may terminate this Agreement immediately if: (i) Customer breaches Section 2 (Restrictions) or Section 15 (Confidentiality); or (ii) Customer becomes insolvent, a receiver, administrator, controller, or a liquidator is appointed to Customer, Customer assigns any of its property for the benefit of creditors or any class of them, or any proceedings have been commenced by or against Customer under any bankruptcy, insolvency or similar laws.

(e) Early Termination. Customer understands that Supplier has undertaken significant implementation and investment costs which are intended to be amortized over any initial term indicated on the SOWs ("**Initial Term**"). In consideration of the costs and the pricing structure acknowledged and accepted in the SOWs, Customer agrees to pay liquidated damages if this Agreement is terminated

before the expiry of the Initial Term (other than pursuant to Section 20(c)). The liquidated damages for such early termination will be the value of the fees for the remainder of the Initial Term, along with any outstanding fees for additional modules and services ordered but not yet paid for by Customer since the date of this Agreement. These liquidated damages are due and payable in a lump sum on the date of termination of the Agreement. Customer acknowledges that the actual damages likely to result from a breach of the Initial Term by Customer are difficult to ascertain and that the foregoing liquidated damages are intended to represent estimated actual damages and are not intended as a penalty.

(f) Data Portability and Deletion. Before the Subscription Term expires, upon thirty (30) days written request by Customer, Supplier will make the Customer Data available to Customer for export or download. Following the termination or expiration of this Agreement, Supplier shall have no obligation to maintain or provide any Customer Data beyond the expiration or termination of this Agreement.

(g) Surviving Provisions. Following the termination of this Agreement, the Sections titled "Payment Terms," "Taxes," "Ownership," Customer Input," "Confidentiality," "Data," "Indemnification," "Warranties & Warranty Disclaimer," "Limitation of Liability," "Term and Termination," "Assignment," "Dispute Resolution," "Governing Law" and "General Provisions" will continue in full force and effect in accordance with their terms.

22. **Assignment**. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, Supplier may assign this Agreement in its entirety (including all schedules), without the Customer's consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. Any purported assignment in violation of this section will be void and of no effect. Any permitted assignee will assume all assigned obligations of its assignor under the Agreement.

23. **Governing Law.** The law that will apply to any question of interpretation regarding this Agreement, any question of the existence of this Agreement, or a lawsuit arising out of or in connection with this Agreement will be the laws of the State of California, and the venue will be the courts of Los Angeles County. Each party agrees to the applicable governing law above, without regard to choice or conflicts of law provisions, and to the jurisdiction of the applicable courts above. The parties exclude the operation of the United Nations Convention on contracts of the International Sale of Goods.

24. **Dispute Resolution.** Prior to commencement of any civil legal proceedings, specifically excluding injunctive relief authorized hereunder, to enforce the obligations of a party under the terms of this Agreement, a party must submit the controversy or claim for mediation to an independent mediator selected by the Judicial Arbitration and Mediation Services, Inc. ("JAMS"). All proceedings shall be administered by JAMS in accordance with their then current rules. If there is any inconsistency between the terms of this Agreement and any such JAMS rule, the terms and procedures set forth herein shall control. Venue of the mediation shall be Los Angeles County, California. All statutes of limitation applicable to any claim or dispute hereunder shall apply to any mediation proceeding. All discovery activities shall be expressly limited to matters directly relevant to the dispute or claim being mediated. No provision hereof shall limit the right of any party to obtain provisional or ancillary remedies, including without limitation, injunctive relief, attachment, or the appointment of a receiver, from a court of competent jurisdiction before, after or during the pendency of any mediation. Mediators

must be active members of the California State Bar or retired judges of the state or federal judiciary of California, with expertise in the substantive laws applicable to the subject matter brought before the mediator. To the maximum extent practicable, JAMS, the mediator, and the parties shall take all action required to conclude any mediation proceeding within one hundred eighty (180) days of the filing of the dispute with JAMS. Should the parties be unable to resolve the dispute or claim in accordance with this stated procedure, a civil action may be commenced under the laws of the State of California. This alternative dispute resolution provision shall survive termination, amendment, or expiration of this License.

25. Insurance. Supplier will obtain and maintain during the Term: (i) Commercial General Liability Insurance, including products, completed operations liability and personal injury, advertising liability and contractual liability with a minimum combined single limit of $1,000,000 per occurrence; (ii) Commercial Automobile Liability Insurance with a minimum combined single limit of $1,000,000 per occurrence for bodily injury and property damage; and (iii) Errors and Omissions Insurance with a limit of liability not less than $1,000,000. Supplier will also provide a program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code for applicable state of employee residence, including Employer's Liability, covering all persons providing services on behalf of the Supplier and all risks to such persons under this Agreement.

26. General Provisions.

(a) Export Compliance: The Subscription Services and derivatives thereof may be subject to export laws and regulations. Each party represents that it is not named on any U.S. government denied-party list. Customer will not permit access or use of the Subscription Services in a U.S.-embargoed country or nation, or in violation of any other applicable embargo, export law, or regulation.

(b) Anti-Corruption: Customer has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Supplier's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly notify Supplier.

(c) Modifications: This Agreement may not be modified except in writing signed by both parties.

(d) Subcontractors: Supplier reserves the right to make use of subcontractors to provide services and to use such means as Supplier, in its sole discretion, considers appropriate. Supplier's use of subcontractors will not relieve it of its obligations under this Agreement.

(e) Independent Contractor: The relationship of the parties established by this Agreement is that of independent contractors. This Agreement does not establish an Customer, joint venture or partnership relationship between Supplier and Customer. Supplier and its personnel, agents, Suppliers, as well as Supplier's authorized representatives, are acting as independent contractors and not as employees or agents of Customer. Nothing in this Agreement will be construed to permit either party to bind the other or to enter into obligations on behalf of the other party.

(f) Force Majeure. Neither party will be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control provided that the party affected by such failure or delay gives the other party prompt written notice of the cause and uses commercially reasonable efforts to correct such failure or delay within a reasonable period of time.

(g) Severability: If any provision contained herein or part thereof is determined to bevoid or unenforceable in whole or in part by a court of competent jurisdiction, such invalid provision or part thereof will be deemed not to affect or impair the validity or enforceability of any other provision or part thereof contained herein, all of which remaining provisions or parts thereof will be and remain in full force and effect.

(h) Headings: The headings and subheadings contained herein are inserted for convenience of reference only and will in no way be construed to be interpretations of terms.

(i) Notices: All notices under this Agreement will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) the third business day after being sent by pre-paid recorded post; or (iii) the second business day after sending by facsimile with telephonic confirmation of receipt. Notices to Supplier will be sent to the address shown in the introductory paragraph of this Agreement addressed toSupplier's signatory of this Agreement. Notices to Customer will be sent to the address shown in the introductory paragraph of this Agreement addressed to Customer's signatory of this Agreement. Each party may modify its recipient of notices by providing notice pursuant to this Agreement.

(j) Waiver: No delay by either party in enforcing any of the terms or conditions of this Agreement will affect or restrict such party's rights and powers arising under this Agreement. No waiver of any term or condition of this Agreement will be effective unless made in writing. The waiver by any party of a breach of this Agreement does not constitute a waiver of a repeat of the same breach or of other breach of rights or obligations under this Agreement.

(k) Third-party rights: A person who is not a party to this Agreement will not have any rights to enforce any term of this Agreement.

(l) Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement and supersedes all proposals, oral and written, and all previous negotiations and communications between the parties and their representatives with respect to the subject matter of this Agreement. Each party acknowledges that, in entering into this Agreement, itdoes not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement.

(m) Counterparts: This Agreement may be executed in two or more counterparts, each of which together will be deemed an original, but all of which together will constitute one and the same instrument. If any signature is delivered by facsimile transmission or by e-mail delivery of a Portable Document Format (PDF), such signature will create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

ITEM # 27

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Ramon Figueroa, Director of Human Resources

SUBJECT: **APPROVE ISSUING REQUEST FOR PROPOSALS (RFP) NO. 26-17 FOR A BENEFITS BROKER FOR THE CITY'S ANCILLARY BENEFITS**

DATE: June 24, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve issuing an Employee Ancillary Benefits Insurance Broker Services Request for Proposals (RFP No. 26-17) for the City's ancillary benefits; and,
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Issuing the Request for Proposals (RFP) has no immediate fiscal impact. The City Council is not obligated to approve an agreement by soliciting proposals. Actual project costs will be determined through the consultant selection process and a budget amendment will be recommended if needed at the time of awarding the agreement.

BACKGROUND/DISCUSSION:

On December 21, 2022, the City entered into Agreement No. 4062 with Advocate, Inc. dba NAVA Partners Insurance Solutions to provide ancillary insurance brokerage services, including support with dental, vision, and life insurance benefits for City employees. The initial term of the agreement was for three (3) years (from December 21, 2022 to December 21, 2025) with the option to exercise up to two (2) one-year term extensions.

On November 12, 2025, the City Council approved a one-year extension (to December 20, 2026) under the authority of Agreement No. 4062. This extension provided staff

sufficient time to review the City's ancillary benefits needs, evaluate existing services, and prepare a comprehensive Request for Proposals to ensure a competitive procurement process.

ENVIRONMENTAL:

N/A

ANALYSIS:

The purpose of Request for Proposal (RFP) No. 26-17 (Attachment A) is to solicit competitive proposals from qualified and experienced employee benefits brokerage and consulting firms to provide comprehensive ancillary benefits consulting and brokerage services for the City of Montebello. The selected consultant will assist the City in evaluating, administering, negotiating, and improving its ancillary benefits programs, including dental, vision, disability, employee assistance program (EAP), wellness initiatives, and voluntary benefits for active employees and retirees.

The RFP is designed to identify a firm with demonstrated public sector expertise and the ability to provide strategic guidance, cost containment recommendations, compliance support, renewal negotiations, employee communications, and ongoing benefits administration assistance. In addition, the selected broker will support the City through market analyses, benchmarking, vendor procurement when necessary, and consultation related to employee benefit programs.

Approval to issue the RFP does not commit the City to award an agreement or expend funds. Rather, it authorizes staff to initiate a competitive procurement process to identify the proposal that provides the best overall value to the City. Following the evaluation of proposals, staff will return to the City Council with a recommendation for award of an agreement, if appropriate.

SUMMARY:

Staff recommend the City Council approve issuance of Request for Proposals No. 26-17 (Attachment A) for Employee Ancillary Benefits Insurance Broker Services. Issuing the RFP will allow the City to conduct a competitive procurement process to identify a qualified firm capable of providing strategic consulting, brokerage, compliance, and administrative support for the City's ancillary benefits programs while promoting cost-effective and high-quality services for employees and retirees. Any proposed contract resulting from this solicitation will be presented to the City Council for consideration and approval at a future public meeting.

ATTACHMENT(S)

1. Attachment A - RFP - Employee Ancillary Benefits Insurance Broker Services

CITY OF MONTEBELLO

Request for Proposals

RFP No. 26 –17

Employee Ancillary Benefits Insurance Broker Services

Release Date: Thursday, June 25, 2026

Questions Due: Tuesday, July 7, 2026, at 12:00 p.m. PDT

Due Date: Thursday, July 16, 2026, at 11:00 a.m. PDT

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TO PROSPECTIVE PROPOSERS

The City of Montebello ("City") invites proposal submissions under this Request for Proposals ("RFP"). The City will evaluate responses to this solicitation to determine qualifications. Submissions must adhere to the format and content described. Only proposals that adhere to the requirements will be evaluated. The information set forth is the minimum required to qualify for consideration. The successful Proposer will be required to enter into a Professional Services Agreement based on the specifications outlined in this RFP.

DATE OF SOLICITATION

June 25, 2026

PROJECT

Employee Ancillary Benefits Insurance Broker Services

PROPOSAL OWNER

City of Montebello – Human Resources Department
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Grant Leggette II, Assistant Director of Human Resources Department
Contact Phone: (323) 887-1200
Contact E-Mail: GLeggetteII@montebelloca.gov

PROPOSAL CONTACT

City of Montebello – Human Resources
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Joycelynn Dodge, Senior Human Resources Analyst
Contact Phone: (323) 887-1200
Contact E-Mail: JDodge@montebelloca.gov

Any questions about this RFP should be submitted via the City's PlanetBids Portal by Tuesday, July 7, 2026, at 12:00 p.m. PDT. Prospective consultants must register their business with PlanetBids before being able to view or submit a response. To access the City's PlanetBids Portal, please go to:

https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839

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Appendix A – Proposal Content and Format
Appendix B – Sample Professional Services Agreement
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Appendix D – Reference Sheet

1.0 Notice Inviting Proposals

The City of Montebello (the "City") is seeking proposals from qualified and experienced employee benefits consulting firms to provide strategic consulting, brokerage, compliance, and administrative support services for the City's employee and retiree ancillary benefits programs.

Services must be formed in accordance with the specifications, terms, and conditions identified in Request for Proposals (RFP) 26-17. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

To view the complete RFP package, please visit:

https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839

Prospective consultants must register with PlanetBids before being able to view or submit a response.

Questions must be submitted by **Tuesday, July 7, 2026, at 12:00 p.m. PDT.**

*****QUESTIONS MUST BE SUBMITTED VIA PLANETBIDS*****

Proposals must be submitted via PlanetBids by **Thursday, July 16, 2026, at 11:00 a.m. PDT.**

Responses will be evaluated to determine the Consultant that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described. The City reserves the right to accept or reject any and all proposals.

2.0 Introduction

The City of Montebello invites qualified consultants to submit proposals for professional services to provide creative and innovative approaches, with a proven track record, that enable the City to maintain quality programs and contain or reduce costs. The selected Broker will perform a full range of benefit program services related to the acquisition, implementation, maintenance, communication, and improvement of the City's employee ancillary insurance benefits.

About the City of Montebello

Montebello ("beautiful mountain" in Spanish and Italian) is a city in the County of Los Angeles. Founded in 1899 and incorporated in 1920, the City is an 8.37 square mile General Law City located approximately 11 miles east of Downtown Los Angeles. Currently, the City has a population of approximately 63,000 residents. It hosts a mix of various industries that represent the business diversity of the County of Los Angeles. It is a full-service City that provides a long list of services, employing approximately 600 full-time and part-time employees in public safety, transit, and non-safety functions.

3.0 Timeline

- Release RFP — Thursday, June 25, 2026
- Online Q&A Deadline — Tuesday, July 7, 2026 at 12 p.m. PDT
- Deadline to Submit Responses — Thursday, July 16, 2026 at 11 a.m. PDT
- City Review of Submissions — Summer 2026
- Notifications Sent to Consultants — Summer 2026
- Award — Summer-Fall 2026

4.0 Purpose

The purpose of this solicitation is to identify a qualified Consultant to assist the City with the knowledge and expertise in all aspects of the services requested in this RFP. The City is seeking proposals from qualified and experienced employee benefits consulting firms to provide strategic consulting, brokerage, compliance, and administrative support services for the City's employee and retiree ancillary benefits programs.

The City currently has approximately 476 active employees and 193 retirees enrolled in group benefit plans. The City is particularly interested in a Broker that can provide creative and innovative approaches, with a proven track record, that enable the City to maintain quality programs and contain or reduce costs. The selected Broker will perform a full range of benefit program services related to the acquisition, implementation, maintenance, communication, and improvement of the City's employee ancillary insurance benefits.

The selected Broker shall provide the following services including, but not limited to:

- **Partner with the City to evaluate, develop, and implement short- and long-range ancillary benefits strategies that support program sustainability, competitiveness, employee engagement, and cost containment.**
- **Provide subject matter expertise and ongoing consulting support for ancillary benefit programs, including dental, vision, disability, Employee Assistance Program (EAP), wellness initiatives, and voluntary benefits.**
- **Conduct ancillary benefits benchmarking analyses against California municipalities, public agencies, regional employers, and industry best practices, and recommend program enhancements.**
- **Analyze enrollment data, and provide recommendations to improve plan effectiveness and manage costs.**
- **Negotiate annual renewals with carriers and vendors, including premiums, plan design, fees, service guarantees, contract terms, and administrative performance standards.**
- **As needed, prepare bid specifications, market benefit programs, evaluate proposals, and assist with vendor selection, implementation, and transition activities.**
- **Provide ongoing ancillary benefits administration support, including assistance with claims issues, eligibility concerns, billing disputes, premium reconciliation, enrollment accuracy reviews, and escalated employee and retiree service matters.**
- **Monitor and advise the City on applicable ancillary benefits laws and regulations, including ACA, HIPAA, COBRA, Section 125 requirements, nondiscrimination testing, required notices, reporting obligations, and compliance best practices.**
- **Assist with employee communications, open enrollment activities, enrollment guides, benefit summaries, presentations, orientations, wellness events, retirement seminars, and other educational programs.**
- **Support labor negotiations and organizational planning by providing ancillary benefits analysis, cost modeling, strategic recommendations, presentations, and consultation to Human Resources, Executive Management, bargaining groups, and City leadership.**

5.0 Scope of Work/Services

The selected consultant, working under the direction of staff from the City's Human Resources Department.

1. Strategic Benefits Consulting & Planning

The consultant shall provide comprehensive strategic benefits consulting and planning services, including reviewing and evaluating the effectiveness, competitiveness, sustainability, and administration of the City's existing ancillary benefits programs. Services shall include identifying and recommending cost-containment strategies, alternative funding structures, plan design modifications, and administrative efficiencies to support long-term program sustainability. The consultant shall provide ancillary benefits benchmarking comparisons against California municipalities, comparable public agencies, regional employers, industry trends, and public sector best practices. In addition, the consultant shall provide ongoing recommendations regarding emerging ancillary benefits trends, innovative plan options, wellness initiatives, voluntary benefits, and employee engagement strategies. The consultant shall also provide labor relations support by assisting the City with bargaining-related benefit analysis, cost modeling, strategy development, and preparation of presentation materials for negotiations involving multiple bargaining groups.

2. Analytics, Reporting & Financial Review

The consultant shall provide analytics, reporting, and financial review services related to the City's ancillary benefits programs. Services may include analyzing available utilization, enrollment, service, and financial data to assist the City in evaluating program effectiveness, identifying areas for improvement, and supporting data-driven decision-making.

3. Procurement, Marketing & Renewals

The consultant shall coordinate and manage annual renewals for ancillary benefit programs and represent the City in negotiations with carriers and vendors regarding premiums, plan design, fees, service guarantees, contract terms, and administrative performance standards. The consultant shall evaluate vendor and carrier proposals based on cost, network accessibility, financial strength, administrative capabilities, claims handling, customer service, compliance, and implementation support. The consultant shall also coordinate implementation and transition activities associated with changes in vendors or carriers to ensure continuity of services and minimal disruption to employees and retirees.

4. Benefits Administration Support

The consultant shall provide ongoing ancillary benefits administration support to the City, including assisting employees, retirees, and staff with claims disputes, billing issues, eligibility problems, provider concerns, and escalated service matters. The consultant shall serve as liaison between the City and carriers, vendors, and third-party administrators to facilitate communication and issue resolution. Services shall also include assistance with vendor invoicing, premium reconciliation, and enrollment accuracy reviews. The consultant shall provide designated account management staff and clearly identified escalation contacts to ensure consistent and responsive service support.

5. Compliance & Regulatory Support

The consultant shall provide compliance and regulatory support services, including monitoring and advising the City regarding applicable federal, state, and local benefits regulations. The consultant shall provide timely legislative updates and analysis regarding laws impacting employee ancillary benefits programs and assist with required notices, disclosures, postings, filings, and reporting obligations. Services shall include support for Affordable Care Act (ACA) compliance requirements and reporting, as well as guidance related to HIPAA, COBRA, Section 125 plans, and nondiscrimination testing. The consultant shall also assist with dependent eligibility verification audits and

related employee communications, and shall provide compliance training, regulatory guidance, and best practice recommendations to Human Resources staff.

6. Employee Communications & Education

The consultant shall provide employee communications and education support, which may include assistance with annual open enrollment activities. Services shall include conducting employee meetings, workshops, webinars, orientations, and benefit presentations. The consultant shall develop and maintain employee communication materials such as enrollment guides, benefit summaries, comparison charts, frequently asked questions (FAQs), flyers, benefit handbooks, and electronic communications. The consultant shall also provide materials and presentations for new employee orientations and assist with the coordination and participation in health fairs, wellness fairs, retirement seminars, and benefits expos.

7. Wellness & Value-Added Services

The consultant shall assist the City in developing and implementing employee wellness initiatives and provide recommendations and support related to Employee Assistance Programs (EAP) and mental wellness resources. Services shall include providing financial wellness education and retirement planning resources, as well as recommending optional and value-added ancillary benefit offerings. The consultant shall provide seminars, workshops, and educational opportunities for employees and staff and identify additional optional programs such as pet insurance, legal plans, identity theft protection, childcare discounts, and voluntary supplemental benefit plans.

8. Customer Service & Performance Expectations

The consultant shall maintain high standards of customer service and performance by establishing response time expectations for inquiries and issue resolution. The consultant shall attend meetings with Human Resources staff, Executive Management, employee committees, bargaining groups, City Council, and Benefits Committees, as requested. Services shall include conducting periodic strategic and operational review meetings, maintaining clear escalation procedures for unresolved

issues, and ensuring continuity of staffing and transition planning for account personnel changes. The consultant shall work collaboratively with City staff, consultants, legal counsel, auditors, and vendors to support effective administration and ongoing management of the City's ancillary benefits programs.

PUBLIC AGENCY EXPERIENCE REQUIREMENT

Proposers shall demonstrate substantial experience providing employee benefits consulting and/or third-party administration services to California public agencies, municipalities, special districts, or other governmental entities of similar size and complexity.

Preference may be given to firms with demonstrated experience supporting organizations with multiple bargaining units, complex labor environments, and public-sector compliance requirements.

DATA SECURITY & CONFIDENTIALITY

The Contractor shall maintain appropriate administrative, technical, and physical safeguards to protect confidential employee information and personally identifiable information (PII) in accordance with applicable federal and state privacy laws.

Any systems utilized by the Contractor for benefits administration or enrollment support shall comply with applicable HIPAA privacy and security requirements.

6.0 Consultant Qualifications

The selected consultant must have the following minimum qualifications:

The proposer shall possess the capability and expertise required to complete the following tasks:

A. The proposer shall have experienced management staff, possessing comprehensive knowledge of benefits administration pertaining to public employers.

B. The proposer shall have at least three (3) consecutive years of experience in California providing broker and benefits consulting services to public or private entities. The firm shall have provided such services to jurisdictions whose service populations

are similar in size and complexity to the City's.

C. The proposer shall have experience working with labor unions and advisory committees.

D. Utilize subject matter experts and deep industry knowledge to edit, create, execute, and/or update long and short-range plans designed to improve the effectiveness of employee benefits and insurance programs.

E. Demonstrate the ability to design traditional and multimedia content including surveys, presentations, spreadsheets, handouts, pamphlets, web content, audio recordings, and videos for internal and external stakeholders.

F. The proposer shall possess knowledge of applicable laws, regulations, and codes and shall be familiar with local conditions and trends relating to group insurance in California.

G. Provide accurate financial analyses, premium projections, and cost modeling related to ancillary benefit programs.

H. Demonstrate strong communication and coordination skills with City staff and outside parties in a constructive solution-focused style.

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. List and describe a minimum of three (3) projects or experiences, similar in nature to the project contemplated in this RFP, which the proposer is currently performing or has performed within the last thirty-six (36) months.

B. The 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.

C. The 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.

D. The 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.

E. Licensed to do business in the State of California. The firm can provide applicable Certifications (if required).

F. The firm possesses a professional staff with (5) years of knowledge and expertise to provide the Employee Benefits Broker and Consulting Services Project.

G. Financial capacity.

Background Check
Consultant representatives working on-site and in some remote capacities, will be required to undergo a background check conducted by the City.

7.0 Proposal submittal
Please review Appendix A - Proposal Format and Content, attached hereto and incorporated herein by this reference, for specific details regarding the information that needs to be included in your submission. Failure to provide all requested information may be considered “non-responsive” and rejected.

Responses to this RFP must be submitted electronically via the City’s PlanetBids Portal by the deadline. Any responses transmitted and/or time-stamped after the deadline will not be accepted. Consultants planning to submit responses to this request are highly encouraged to submit all documentation before the deadline to avoid technical difficulties/errors.

8.0 Evaluation Criteria
The City will establish an evaluation committee to review and rate each proposal. The proposal evaluation process will be conducted using a multi-step method which will include the following steps:

A. **Preliminary Proposal Review** - The evaluation committee will review each submission to ensure adherence to the minimum/proposal format requirements.
B. **Proposal Evaluation** - In the second part of this process, the evaluation committee will review and rate proposals using a combined score based on the following:

i. Qualifications as they relate to this project - 65%
    a. Thoroughness and understanding of the tasks to be completed
    b. Background and experience
    c. Knowledge of the City of Montebello
    d. Experience of personnel assigned to the work
    e. Communication Skills
    f. Interview, if required

ii. Reputation for integrity and competence – 15%
    a. Positive Reference Checks
    b. Work Samples

iii. Proposed fees for services – 20%

The City reserves the right to request and obtain, from one or more proposers, supplementary information as may be necessary for the City to analyze the proposal pursuant to selection criteria. Upon completion of the evaluation phase, the City may select those consultants for interviews whose proposals and qualifications most closely conform to the requirements of this RFP and provide the best value to the City.

9.0 Protest Procedures

Proposal Protest Procedures (Before Proposal Opening)

A protest filed before the proposal due date deadline must be filed in writing or by email no later than ten (10) working days before the due date. The most common types of protest that might be filed before a proposal due date include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal due date.

When a protest is filed before a scheduled proposal due date, certain steps must be followed:

A. The protest must be submitted in writing within the specified time frame (no later than ten (10) working days prior to a proposal due date). All protests must be filed with the Director of Finance for determination. Protest must be submitted to the Director of Finance by mail or e-mail within the specified time frame. Protests can be sent to:

    Mail:
    Michael Solorza, Director of Finance
    City of Montebello
    Attn: Department of Finance
    1600 W. Beverly Blvd

Montebello, CA 90640

or

E-mail:
msolorza@montebelloca.gov

B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.

C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.

D. All potential proposers will be advised of a pending protest.

E. The City shall not review proposals prior to the resolution of the protest unless it is determined that:

- The items to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make a prompt award will otherwise cause undue harm to the City.

The City will respond in writing within ten (10) working days after receipt of a properly filed protest. The Director of Finance will respond and include a response to each substantive issue raised in the protest.

After the exhaustion of administrative remedies, the protesting party will be given the City's final decision. The Director of Finance has the authority to decide on all protests.

Proposal Protest Procedures (After Proposal Due Date/Post Award)
A protest filed after a proposal deadline/due date must be filed within three (3) working days after the proposal deadline/due date. The City will grant the protesting Consultant a fair review and shall have up to ten (10) working days to review the protest and render its decision.

10.0 Execution of Agreement

The resulting agreement (see attached sample) shall be signed by the successful Vendor and returned within the required insurance within ten (10) business days after the City has provided written notice that the Vendor has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall cause, at the City's option, for annulment of the award. Please review the insurance requirements and indemnification clause in the attached sample agreement.
Should the successful Vendor decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation.

11.0 Insurance
The Consultant selected must meet the following minimum insurance requirements upon execution of the City's Professional Services Agreement:

A. **Commercial General Liability**
Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury with limits no less than $2,000,000 per occurrence and $4,000,000 aggregate.

If requested, the "City of Montebello, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to the Insurance Services Office, Inc. Form CG 20 10 11 85 of CG 20 26 1185.

B. **Business Automobile Liability**
For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form CA 00 01 covering, Code 1 (any auto), or if the Consultant has not owned autos, Code 8 (hired) and 9 (non-owned) with a limit no less than $1,000,000 per accident for bodily injury and property damage.

If an automobile is not necessary to perform services, the Firm must submit a written request for a waiver of this requirement.

C. **Professional Liability or Errors and Omissions**
The Consultant shall maintain Professional Liability (Errors & Omissions) Insurance covering liability arising from errors, omissions, negligent acts, misrepresentation, or breach of duty in the performance of professional services related to employee benefits consulting and brokerage services. Coverage shall be maintained with limits of not less than Two Million Dollars ($2,000,000) per claim and Four Million Dollars ($4,000,000) aggregate.

The policy shall remain in effect throughout the term of the Agreement and, if written on a claims-made basis, shall be maintained for a period of not less than three (3) years following completion or termination of the Agreement, or the Consultant shall provide evidence of an extended reporting period ("tail coverage") acceptable to the City.

Upon request, the Consultant shall provide certificates of insurance and any other documentation reasonably necessary to verify compliance with these requirements.

D. **Workers' Compensation and Employer's Liability**
Workers' compensation as required by the California Labor Code and Employer's Liability in an amount not less than $1,000,000 per accident for bodily injury or disease.

Required Insurance Documentation
Certificate of Insurance
The Certificate Holder must be listed as follows:

City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

Endorsements (if requested)
In addition to the Certificate of Insurance, the Consultant must provide the following endorsements:

Additional insured endorsements to the general liability and auto liability* insurance policies. The "City of Montebello, its officials, employees, and agents" must be endorsed to the Consultant's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

Cancellation notice endorsements. Each policy must be endorsed to certify that it will not be canceled or non-renewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation due to nonpayment of premium is acceptable).

Primary, non-contributory coverage endorsements. The general liability and professional liability (if required) policies must be endorsed to provide that each policy shall apply on a primary, non-contributing basis with any insurance or self-

insurance, primary or excess, maintained by or available to the City or its officials, employees, and agents.

Waiver and Modifications of Insurance Requirements
To the extent permitted by law, the City may modify these insurance requirements at any time and at its sole discretion.

In general, any contract deemed sole source, professional/professional services, involves the disclosure of proprietary information, and/or a public works project may require revisions to the City's standard insurance requirements. Any revisions to the insurance requirements will be identified within the associated service contract terms and conditions.

Consultants may request a waiver or modification of these insurance requirements. Waiver or modification requests must be submitted in writing. The request should state the specific insurance requirement that is being considered for waiver or modification and provide a brief explanation for the request. Requests will be reviewed on a case-by-case basis, and the decision will ultimately depend on the scope of services. The final decision to approve or deny a request will be at the City's legal authority and/or an authorized designee's discretion.

12.0 Non-Commitment of City

While the City intends to select a Consultant through this process, this intention is subject to change at any time during the process. The City does not commit to awarding an agreement, paying any costs incurred in preparing the proposal for this request, and/or procuring or contracting any items or services.

13.0 Labor Requirements

A. **Background:** All personnel engaged in the performance of this work shall be employees of the Consultant and, as such, shall be warranted to possess sufficient experience and reliability to perform this work.

B. **Non-Discrimination:** The Consultant shall not engage in discrimination in the employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex, or religion of such persons.

14.0 Records

The Consultant agrees to permit the City Manager or designee access to records,

reports, files, and other papers or property of the Consultant to audit any performance aspect under this agreement.

15.0 Subcontractors

The Consultant shall be responsible for all work performed under the final agreement and shall keep all work under his control. No portion of the work may be subcontracted without the prior written consent of the City. All subcontractors used on this work shall be under the direct supervision of the Consultant and shall be considered as their employees. Any approved subcontractors must provide insurance indemnifying the City with limits at or exceeding the limits of the Contractor's insurance.

16.0 Modifications/Changes

Changes in the areas serviced and/or specifications may be necessary during the agreement term. Changes in the agreement's requirements and corresponding changes in compensation may be implemented upon mutual understanding between the City and the Consultant. These changes will be processed by the City Manager.

17.0 Disclosure of Information

A. The Consultant agrees that it will not during or after the term of the agreement, disclose any proprietary information or confidential business information of the City, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, Consultant, corporation, association, or other entity or the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information received by the Consultant shall be used exclusively in connection with the performance of services.

B. The Consultant shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Consultant hereunder or mentioning or implying the name of the City or its respective personnel without the prior written consent of the City.

18.0 Ex-Parte Communications

Consultant and Consultant representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about this RFP. This requirement also includes any evaluation panel member, except for designated RFP facilitators. This requirement remains in effect until after award notifications have been made.

This restriction does not prohibit Consultants and their representatives from making oral statements or presentations to City representatives during a scheduled public meeting.

19.0 City of Montebello Rights
At its discretion, the City reserves the right to:

A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:

   i. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
   ii. The Consultant, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
   iii. The Consultant failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.

B. 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;

C. Accept all or any part of a proposal;

D. Cancel the entire RFP;

E. Issue subsequent RFPs; or

F. Waive any errors or informalities in any proposal to the extent law permits.

Please review:

Appendix A – Proposal Content and Format

Appendix B – Sample Professional Services Agreement

Appendix C – Cost Proposal

Appendix D – Reference Sheet

Appendix “A”

Proposal Content and Format

Proposal Content

The consultant shall be responsible for preparing a compelling, clear, and concise proposal. The City is requesting Employee Ancillary Benefits Insurance Broker Services, which contains at a minimum the following information:

1. **Letter of Interest -** Please include a letter expressing your interest in being considered for the project. Include a statement regarding the vendor's availability to dedicate time, personnel, and resources to this effort. The letter of interest must include a commitment to the availability of the vendor and all key project staff during the planning period and a proposed schedule designed to meet the City's needs for the project.

2. **Project Understanding and Approach** - Please include a statement demonstrating your understanding of the proposed project. Describe your general approach to completing the project successfully, methodologies and technologies you would employ, key milestones and processes you would employ. Describe what information you would expect the City to supply.

3. **Relevant Experience** - Please include information describing your experience providing similar services for public agencies. Provide a minimum of three (3) specific examples of relevant experience. At a minimum, the vendor should provide a list of the most recent projects (i.e., completed within the last five (5) years is preferred, but samples outside of this timeframe will be accepted if relevant) for which the consultant has performed similar services of similar size, scope, and complexity.

   Using Appendix C – References, please provide details regarding each reference. This should include the name, contact person, address, phone number, and e-mail address of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance. The City may contact the individual listed at its discretion.

   Resumes may also be included in this section for any key staff associated with project.

4. **Proposed Scope of Services** - Please provide a proposed Scope of Services, based on the Scope of Work contained in this RFP; and discuss any ideas for modifying, clarifying, or improving the City's proposed scope of work. Provide a realistic working schedule with key deliverables, milestones, and tasks.

5. **Conflict of Interest Statement –** The vendor shall disclose any financial, business, or other relationship with the City that may have an impact upon the selection process. If the vendor does not have any such conflicts, a statement declaring such should be included in their submission.

6. **Cost Proposal –** Cost proposal should include the following:

   Total All-Inclusive Not-To-Exceed Maximum Price: The cost proposal should contain all pricing information relative to performing the scope of work as described in this request for proposals. The total all-inclusive maximum not-to-exceed price is to contain all direct and indirect costs, including all out-of-pocket expenses. Provide a budget for each significant milestone for the entire scope of services. The proposed budget should be inclusive of all meetings, conference calls, site visits and deliverables. The budget should include a list of anticipated reimbursable expenses with rates charged for each.

   Component Costs: Include separate schedules of all fees and expenses for each of the work tasks and deliverables described in this RFP. These schedules should include hourly rates and number of hours anticipated for each staff level; as well as out-of-pocket expenses such as travel and transportation, meals, communications, and duplication costs. The total of these separate schedules should have a direct relationship to the total all-inclusive maximum price.

   Rates for Additional Services: If it should become necessary for the City to request the successful vendor to render additional services to either supplement services requested in this RFP or to perform any additional work as a result of the specific recommendations included in any report issued resulting from this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City and the Contractor. Any such additional work would be performed at the same rates submitted in the dollar cost bid unless otherwise noted in the proposal.

All proposals must be submitted using the PlanetBids Portal by Thursday, July 16, 2026, at 11:00 AM PDT. It is highly encouraged that proposals are submitted ahead of the deadline to avoid any technical difficulties that might be encountered while using the portal.

Proposal Format

To facilitate the evaluation process, all responses are required to adhere to the following format requirements. The City strongly encourages respondents to thoroughly review their proposals prior to submission to ensure they adhere to the requirements. If the proposal is not formatted or does not include all the listed items/sections, it may be deemed non-responsive.

Responses shall not exceed thirty (30) pages when printed on 8-½ -inch by 11-inch paper. Font Times New Roman Font (preferred), 12pt font size. The thirty (30) page-requirement does **not** include cover letter/letter of transmittal, or any items included as additional attachments. Proposals should also include the following:

1. Title Page showing the request for proposals subject; the vendor's name; the name, address, email and telephone number of the contact person; and the date of the proposal.

2. Table of Contents identifying the items/section listed in the "Proposal Content and Format" section of this RFP.

3. Detailed proposal following the order set forth in the "Proposal Content and Format" of this RFP.

Appendix "B"

Sample Professional Services Agreement

[See Next Page]

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. _____
WITH _____

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **_____, 2026** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and **(CONSULTANT NAME)** (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide services

WHEREAS, the CONSULTANT submitted a response to the RFP; and

WHEREAS, the City evaluated the responses and determined that the Consultant will meet the requirements in a satisfactory manner.

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

A. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

a. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
b. RFP -xxx
c. Proposal referenced and Best Final Offer received by the successful proposer.
d. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

B. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the services in RFP and consultant's responses, as such is set forth fully in **Exhibit "A**" hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide services, as such is set forth fully in **Exhibit "A**" hereto and incorporated fully herein by this reference (hereinafter

"Professional Services").

C. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall 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 on June 30, 2027, from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended through June 30, 2029, with mutual agreement from both parties.

b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by CITY's applicable, department head.

SECTION 4. PERFORMANCE.

a. The CONSULTANT shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

b. The CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Consultant hereunder, in meeting its obligations under this Agreement.

c. The CONSULTANT shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. The CONSULTANT shall have the right to retain, subject to the CITY's approval, additional individuals, consultants or subconsultants to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subconsultants shall be the sole and exclusive responsibility of the CONSULTANT.

e. The CONSULTANT shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONSULTANT pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY.

b. All data, documents, discussion, or other information developed or received by the CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONSULTANT without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONSULTANT agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by the CONSULTANT under this Agreement unless such extra services first shall have been duly authorized in writing by the CITY's City Manager (the "City Manager").

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONSULTANT and shall be the CITY's agent with respect to obtaining the CONSULTANT's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of this agreement by the City Manager.

SECTION 8. TERMINATION.

In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the 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 CONTRACTOR shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONTRACTOR's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and

advertising injury, with limits no less than $2,000,000 per occurrence, $4,000,000 aggregate.

Automobile Liability Insurance: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

Worker's Compensation insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

Professional Liability insurance appropriate to the CONTRACTORS'S profession, with limit no less than $2,000,000 per occurrence or claim, $4,000,000 aggregate.

b. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

c. The CONTACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

d. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONTRACTOR's expense, the premium thereon.

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f. 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.

g. The CONTACTOR shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

h. 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.

i. 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.

j. **Evidence of Insurance prior to commencement**. The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together

with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Principal Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: kaghili@montebelloca.gov

k. 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.

l. **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).

m. 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.

n. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the CITY, its officers, employees, agents and volunteers as additional insured's. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to the CITY. The CONSULTANT agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

o. 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.

p. 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.

q. 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.

r. 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 Finance Attn: Michael Solorza 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887 – 1200 Email: msolorza@montebelloca.gov
If to Consultant:	CONSULTANT NAME RECIPIENT NAME ADDRESS PHONE NUMBER Email:

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONSULTANT shall not discriminate against any employee, sub-consultant, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. The CONSULTANT will take affirmative action to ensure that sub-consultant and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

The CONSULTANT covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by the CONSULTANT. The CONSULTANT's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONSULTANT. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

SECTION 26. EXTENSION TO OTHER PUBLIC AGENCIES

Unless otherwise specified in writing, the CONSULTANT agrees that the prices, terms, and conditions identified in the Proposal (Exhibit "A") and Agreement may be extended to other governmental agencies at the mutual agreement of both the public agency and awarded CONSULTANT. All requirements of the specifications, purchase orders, invoices, and payments with other agencies shall be directly with the CONSULTANT. CONSULTANT acknowledges and agrees to the extension of these contract terms to other governmental agencies conditioned upon the agreement of the CONSULTANT with the governmental agency. This provision in no way guaranteed that the CONSULTANT will agree to enter into a contract with a governmental agency pursuant to this Section.

[**SIGNATURE PAGE TO FOLLOW**]

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")	("CONSULTANT")
CITY OF MONTEBELLO	**(CONSULTANT NAME)**
Raul Alvarez, City Manager	(CONSULTANT SIGNATORY, TITLE)

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

Appendix "C"

Cost Proposal

In accordance with the Request for Proposal issued by the City of Montebello (hereinafter referred to as Broker/Consultant), 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.

	DESCRIPTION	**FIXED ANNUAL RATE**
A	CONTRACT YEAR 1	$
B	CONTRACT YEAR 2	$
C	CONTRACT YEAR 3	$
Total for initial 3 year contract period		$

	OPTIONAL RENEWAL PERIODS	
D	CONTRACT YEAR 4	$
E	CONTRACT YEAR 5	$

Appendix "C"

Cost Proposal

The above amounts include salary cost, fringe benefits, overhead, operating margin and profit, and all direct and indirect expenses.

Please include above any other potential additional services that may be required and associated costs. (Attach your hourly and expense schedule for any additional work outside of scope of services.)

COMPANY NAME	
ADDRESS	
TELEPHONE & FAX	
EMAIL ADDRESS	
AUTHORIZED SIGNATURE	
SIGNATURE'S NAME AND TITLE	
DATE SIGNED	

Appendix "D"

Reference Sheet

RFP 26 – 17 (Employee Ancillary Benefits Insurance Broker Services)

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*	**Contract Value:**	**$**
		Award Date:	
		Term of Contract:	

	value, award date, term of contract, and description of work):	**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:	

ITEM # 28

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. 4327 WITH A.O. REED & CO. TO INCLUDE THE TRANSPORTATION DEPARTMENT FOR HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) PREVENTATIVE MAINTENANCE AND AS-NEEDED REPAIR SERVICES**

DATE: June 24, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 4327 with A.O. Reed & Co. (A.O. Reed), to include the Transportation Department for citywide Heating, Ventilation, and Air Conditioning (HVAC) preventative maintenance and as-needed repair services; exercise the first one-year (1-year) term extension authorized under the agreement; increase the annual as-needed repair allocation from $200,000 to $250,000 (effective July 1, 2026 – June 30, 2029), increasing the total compensation by $634,355 for a revised not-to-exceed amount of $1,482,040; and
2. Authorize the City Manager and/or his designee to execute Amendment No. 1 on behalf of the City of Montebello (City); and
3. Take such additional, related, action as may be desirable.

FISCAL IMPACT:

The total cost for Amendment No. 1 is $634,355 (Attachment A). This includes amending the scope of work to include the Transportation Department facilities through June 30, 2029 ($197,632) and exercising the first 1-year term extension ($336,723), which includes increasing the citywide annual as-needed repair allocations, from $200,000 to $250,000, beginning July 1, 2026 (additional $100,000 over the two fiscal years).

Sufficient appropriations exist within the Transportation Fiscal Year 2025-26 adopted budget in Account No. 600-90-915-6040.60 (Transit, Corporate Shops, Contract Services – Building Maintenance/Repairs). Therefore, a budget amendment is not required. Subsequent fiscal year budgets will be developed to include these costs.

The total cost associated with Amendment No. 1 ($634,355) is as follows:

PROJECT COSTS	AMOUNT
Agreement No. 4327 (June 25, 2025 – June 30, 2028)	**$847,685**
Transportation Department (April 1, 2026 – June 30, 2029)	
Preventative Maintenance Services	**$122,632**
As-Needed Repair Services	**$75,000**
Subtotal	**$197,632**
Citywide 1-year Extension: (July 1, 2028 – June 30, 2029)	
Preventative Maintenance Services	**$86,723**
As-Needed Repair Services	**$250,000**
Subtotal	**$336,723**
Increase Annual As-Needed Repair Allocations (July 1, 2026 – June 30, 2028)	**$100,000**
Amendment No. 1 Total Increase	**$634,355**
Total	**$1,482,040**

BACKGROUND/DISCUSSION:

On June 25, 2025, the City Council awarded Agreement No. 4327 to A.O. Reed for citywide heating, ventilation, and air conditioning (HVAC) preventative maintenance and as-needed repair services in accordance with Request for Proposals (RFP) No. 25-10 (Attachment B). The agreement included preventative maintenance services for city-owned facilities and as-needed repair services for an initial three-year (3-year) term ending June 30, 2028, with the option to extend the agreement up to two additional 1-year terms.

Following Agreement No. 4327 being awarded, staff identified an opportunity to include the Transportation facilities in the existing agreement's scope of work. Recently, A.O. Reed provided Transportation with HVAC preventative maintenance services under Agreement No. 4321 (Attachment C) and submitted a revised 3-year preventative maintenance proposal to include the Transportation facilities in the existing agreement

(Attachment D). The proposal includes preventative maintenance services for HVAC equipment located throughout the Transportation facilities and extends Transportation's service period from April 2026 through June 2029 to align future service periods with the city's fiscal year.

Once Agreement No. 4327 was executed, the Public Works Department identified the need to increase the amount for as-needed repair services across city facilities, from $200,000 to $250,000. Staff recommend that the City Council approve Amendment No. 1 to include the Transportation facilities, extend the agreement for a 1-year term, and increase the as-needed repair services, from $200,000 to $250,000, beginning July 1, 2026. Approving Amendment No. 1 will align the agreement with the proposed Transportation service schedule and maintain a single contract structure for HVAC preventative maintenance and as-needed repair services through June 30, 2029.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend that the City Council approve Amendment No. 1 to Agreement No. 4327 with A.O. Reed in the amount of $634,355, for a revised total not-to-exceed amount of $1,482,040; authorize the City Manager and/or his designee to execute Amendment No. 1 on the City's behalf; and take such additional, related action as may be desirable.

ATTACHMENT(S)

1. Attachment A – Amendment No. 1 to Agreement No. 4327
2. Attachment B – Agreement No. 4327 with A.O. Reed
3. Attachment C – Agreement No. 4321
4. Attachment D – A.O Reed – 3-Year Proposal for Transportation

CITY OF MONTEBELLO
AMENDMENT NO. 1
TO AGREEMENT NO. 4327
WITH A.O. REED & CO. LLC

This Amendment No. 1 to Agreement No. 4327 ("Amendment No. 1") is made and entered into as of the 25th day of June, 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 A.O. REED & CO. LLC, a limited liability company authorized to do business in California, ("Vendor"). City and Vendor are sometimes hereinafter referred to collectively as the "Parties".

RECITALS

WHEREAS, City and **Vendor** are Parties to that certain Agreement No. 4327, dated June 25, 2025 ("Agreement"), pursuant to which Vendor was retained to provide citywide heating, ventilation, and air conditioning (HVAC) preventative maintenance and repair services, including routine inspections, scheduled preventative maintenance, and as-needed repair services for City-owned facilities; and

WHEREAS, on June 24, 2026, the City Council considered Amendment No. 1 to Agreement No. 4327 to incorporate Montebello Bus Lines (MBL) facilities into the existing agreement, exercise the first one-year extension authorized under the Agreement, and increase the annual as-needed repair allocation from $200,000 to $250,000 effective July 1, 2026 through the remaining contract term, including all authorized optional term extensions; and

WHEREAS, Section 3 ("Term") of the Agreement authorizes the City to extend the Agreement for up to two additional one-year terms, and the Parties, each being mutually satisfied with the other's performance, desire to exercise the first one-year extension and extend the term of the Agreement through June 30, 2029; and

WHEREAS, the Parties desire to amend the Agreement to incorporate preventative maintenance and repair services for MBL facilities for the period of April 1, 2026 through June 30, 2029, and to adjust compensation accordingly; 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 exercise the first one-year extension authorized under Section 3 of the Agreement and extend the term of the Agreement from July 1, 2028 to June 30, 2029.

SECTION 3. AMENDMENT TO COMPENSATION. Through this Amendment No. 1, the Parties hereto agree to amend the compensation for the purpose of incorporating Montebello Bus Lines (MBL) facilities into the Agreement, exercising the first one-year extension authorized under the Agreement, and increasing the annual as-needed repair allocation from $200,000 to $250,000 effective July 1, 2026 through the remaining contract term, including all authorized optional term extensions, as follows

"The agreed-upon compensation for the increased cost of the contract services contemplated in the Agreement and memorialized in Amendment No. 1 shall not exceed Six Hundred Thirty-Four Thousand Three Hundred Fifty-Five Dollars ($634,355), for a revised total not-to-exceed amount of One Million Four Hundred Eighty-Two Thousand Forty Dollars ($1,482,040). Such sum shall include all amounts payable to Vendor for its subcontracts, leases, materials, equipment, labor, and costs arising from the provision of preventative maintenance and repair services contemplated in the Agreement and Amendment No. 1. City shall pay Vendor within thirty (30) days of receipt of invoice and full acceptance of services by the City. Said compensation outlined above shall cover all authorized expenses arising out of the nature of the services contemplated herein."

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, Parties have executed this Amendment No. 1 to Agreement No. 4327 to provide heating, ventilation, and air conditioning (HVAC) preventative maintenance and repair services to the City, including all labor, tools, materials, equipment, and expertise necessary to conduct preventative maintenance and repair services, such as routine inspections, system maintenance, repair services, and preparation of service reports, as of the day and year first above written.

[SIGNATURE PAGE TO FOLLOW]

("CITY")

CITY OF MONTEBELLO, a California municipal corporation

By: _____
Raul Alvarez, City Manager

("VENDOR")

A.O. REED & CO. LLC

By: _____
Name, Title

ATTEST:

By: _____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

By: _____
Arnold M. Alvarez-Glasman,
City Attorney

Exhibit “A”

ATTACHMENT B

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4327
WITH A.O. REED & CO.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **June 25, 2025** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and **A.O. REED & CO.** (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 professional Consultant to provide citywide HVAC preventative maintenance and repair services; and

WHEREAS, the CITY issued Request for Proposals ("RFP") No. 25-10 on September 26, 2024; and

WHEREAS, the CONSULTANT submitted a proposal in response to the RFP; 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

WHEREAS, the CITY evaluated the responses and determined that the CONSULTANT will meet the requirements in a satisfactory manner.

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

A. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

a. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
b. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

B. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the services and Consultant's responses, as such is set forth fully in **Exhibit "A**" hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict

between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide services, as such is set forth fully in **Exhibit "A**" hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each quarter 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 on June 30, 2028, unless terminated earlier as hereinafter provided. This Agreement may be extended for two (2), one (1) year periods by mutual agreement of both parties.

b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by CITY's applicable, department head.

SECTION 4. PERFORMANCE.

a. The CONSULTANT shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

b. The CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Consultant hereunder, in meeting its obligations under this Agreement.

c. The CONSULTANT shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. The CONSULTANT shall have the right to retain, subject to the CITY's approval, additional individuals, Consultants or subconsultants to assist in the completion of services as herein defined. Compensation for additional individuals, Consultants or subconsultants shall be the sole and exclusive responsibility of the CONSULTANT.

e. The CONSULTANT shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONSULTANT pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement and provided to the CITY during and upon completion of this Agreement, shall be

the property of the CITY, and ownership of said work product shall be retained by the CITY.

b. All data, documents, discussion, or other information developed or received by the CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONSULTANT without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONSULTANT agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by the CONSULTANT under this Agreement unless such extra services first shall have been duly authorized in writing by the CITY's City Manager (the "City Manager").

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONSULTANT and shall be the CITY's agent with respect to obtaining the CONSULTANT's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of this agreement by the City Manager.

SECTION 8. TERMINATION.

In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the 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.

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 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: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: TJacobs-Strange@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 insured's. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to the CITY. The CONSULTANT agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

k. The insurance provided by the CONSULTANT shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents, or volunteers, shall be in excess of CONSULTANT's insurance and shall not contribute with it.

l. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONSULTANT, and CONSULTANT's employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. The CONSULTANT hereby waives all rights of subrogation against the CITY.

m. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, the CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to the CITY, or the CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

n. Procurement of insurance by the CONSULTANT shall not be construed as a limitation of the CONSULTANT'S liability or as full performance of CONSULTANT's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONSULTANT shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-Consultant, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.
Any subcontract, delegation or assignment shall be made in the name of the CONSULTANT and shall not bind or purport to bind the CITY and shall not release the CONSULTANT from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-Consultants. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the CONSULTANT under the Agreement.

SECTION 17. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition, or covenant hereof.

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

c. In case any one or more of the provisions contained in this Agreement shall for any reason

be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY:	City of Montebello Attn: Raul Alvarez, City Manager 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1200 Email: ralvarez@montebelloca.gov
With a copy to:	City of Montebello – City Clerk's Office 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887 – 1200 Email: cityclerk@montebelloca.gov
If to Consultant:	A.O. Reed & Co. Kris Fowler 2390 Bateman Ave. Irwindale, CA 91010 (626) 433-5506 Email: Kris.Fowler@aoreed.com

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives

verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONSULTANT shall not discriminate against any employee, sub-Consultant, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. The CONSULTANT will take affirmative action to ensure that sub-Consultant and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

The CONSULTANT covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by the CONSULTANT. The CONSULTANT's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONSULTANT. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

SECTION 26. EXTENSION TO OTHER PUBLIC AGENCIES

Unless otherwise specified in writing, the CONSULTANT agrees that the prices, terms, and conditions identified in the Proposal (Exhibit “A”) and Agreement may be extended to other governmental agencies at the mutual agreement of both the public agency and awarded CONSULTANT. All requirements of the specifications, purchase orders, invoices, and payments with other agencies shall be directly with the CONSULTANT. CONSULTANT acknowledges and agrees to the extension of these contract terms to other governmental agencies conditioned upon the agreement of the CONSULTANT with the governmental agency. This provision in no way guaranteed that the CONSULTANT will agree to enter into a contract with a governmental agency pursuant to this Section.

[**SIGNATURE PAGE TO FOLLOW**]

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY") ("CONSULTANT")

CITY OF MONTEBELLO **A.O. Reed & Co.**

Raul Alvarez (Jul 21, 2025 10:01 PDT)
Raul Alvarez, City Manager

Anthony Musso (Jul 19, 2025 11:37 PDT)
Kris Fowler, Service Project Manager

ATTEST:

Christopher Jimenez (Jul 28, 2025 16:21:00 PDT)
Christopher Jimenez, City Clerk

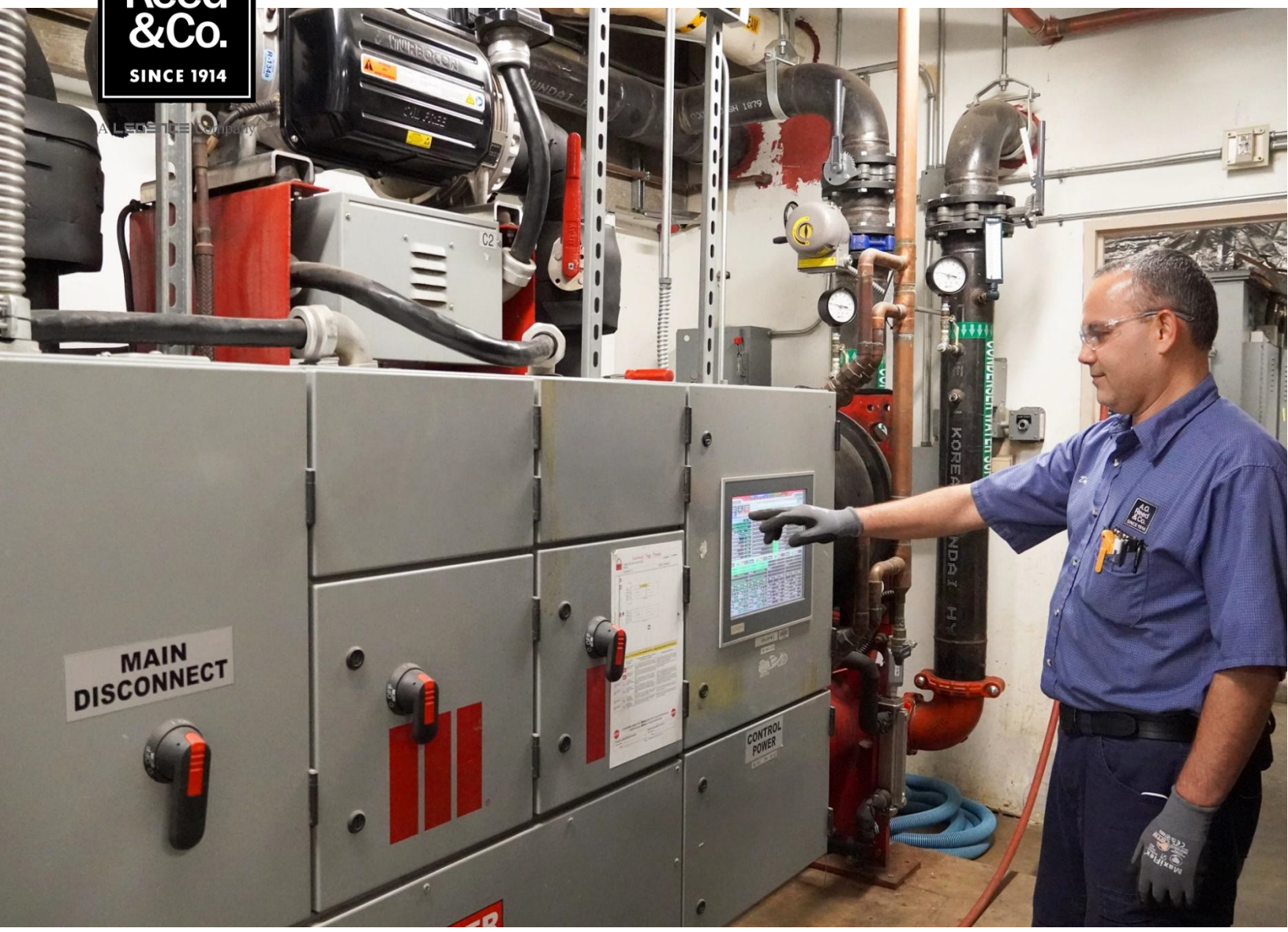
APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman
Arnold M. Alvarez-Glasman (Jul 28, 2025 16:11:27 PDT)
Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Contractor's Proposal
- Exhibit B – Schedule of Compensation
- Exhibit C – Live Scan Fingerprinting Requirement

2390 Bateman Ave.
Irwindale, CA 91010



PREVENTATIVE MAINTENANCE

June 10, 2025

Prepared for:

City of Montebello RFP #25-10

1600 W. Beverly Blvd.

Montebello CA, 90640

Preventative Maintenance Proposal

2390 Bateman Ave.· Irwindale, CA 91010
Phone (626) 446-1854
http://aoreed.com/
MECHANICAL CONTRACTOR
Contractor's License No. 7731 Dir #1000000157

A LEGENCE Company

City of Montebello RFP#25-10
1600 W. Beverly Blvd.
Montebello CA, 90640
James Coiner
Phone 323 887-1200
jcoiner@montebelloca.gov
RE: Standard Preventative Maintenance Service Program City Wide Locations

June 11, 2025

A.O. Reed & Co. is pleased to provide The City of Montebello with this **Preventative Maintenance Service Program** proposal for the HVAC equipment located at multiple sites within Montebello.

Through this solution-based maintenance program, A.O. Reed aims to help The City of Montebello reduce unplanned downtime for their staff and members by increasing equipment lifetime and reliability. A comprehensive preventative maintenance program is a proactive approach to avoid costly service calls that can put the equipment at risk. The enclosed program covers quarterly operational visits to test & inspect the HVAC equipment and one annual comprehensive visit to perform annual services. Please refer to our *equipment tasking* and *service frequencies* for a detailed scope of work.

Thank you for considering A.O. Reed for your HVAC supplier. Please call me if you have any questions or need further information. If this proposal is acceptable, please email a signed copy to my attention at Kris.Fowler@aoreed.com.

Sincerely,

A.O. Reed & Co.
Kris Fowler

Kris Fowler
Service Project Manager
626-433-5506
Kris.Fowler@aoreed.com

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MECHANICAL CONTRACTOR
Contractor's License No. # 7731

ABOUT US

A.O. Reed is one of the most reputable mechanical contracting companies built on excellence, integrity, customer satisfaction, and top-quality expertise. Since 1914, A.O. Reed has taken pride in building and servicing memorable projects throughout Southern California. We have gained the trust of top customers and clients by providing cost-effective budgets and exceptional service while maintaining aggressive schedules.

A.O. Reed is very proud to have won the Top Workplaces USA award issued by Energage. The Top Workplaces program has been around for sixteen years and has surveyed over 20 million employees. Over 72,000 companies were invited to participate in this year's survey. Energage analyzes employee feedback from A.O. Reed's company-wide survey and compares the results with other industries throughout the nation. Based on our positive employee feedback, we won the national award!

A.O. Reed & Co. was founded in 1914, and incorporated on September 19, 1929. Since then, the company has been a leading mechanical contractor specializing in HVAC, plumbing, and service. A.O. Reed's headquarters includes offices, fabrication shops, and storage structures.

SERVICE CAPABILITIES

A.O. Reed has established a service team in San Diego for decades. We have recently expanded to a Los Angeles office. Together, we have a strong and diversified team that can take on HVAC and plumbing service needs throughout Southern California. We have over 130 service vans that are ready for your service!

We provide that "small business" feel for a large mechanical contracting company. A.O. Reed groups a small, diverse crew of service technicians to achieve this goal in specific work zones. This lets our technicians know the equipment, the property, and the customer. When we arrive, we can move efficiently and respond quickly to our customers' needs.

A.O. Reed's service team provides a personalized experience for our customers. We assign a dedicated project manager to each customer. The project manager will work closely with the customer to understand their assets, property, and ownership goals. We guarantee that each need or request is customized to the customer's expectations.

A.O. Reed integrates a web-based service management platform with a 24-hour hotline for customers' emergency HVAC or plumbing needs. When our service professionals answer the service and emergency calls, they will have full access to all assets under our preventive maintenance programs. Call (877) 247-8437 (Los Angeles area) for emergency service requests.

The HVAC and plumbing systems are the heart and lungs of any facility, so the most critical decision to protect those systems is choosing the most experienced and trusted mechanical contractors. We can leverage specific requirements and project goals by collaborating at the onset. From there, A.O. Reed can design the most responsive, optimized maintenance program at minimum cost. Our professional service technicians provide the most positive results, whether plumbing, backflow, HVAC, or digital controls.

A.O Reed & CO

CONTACT

(626) 433-5506

Kris.fowler@aoreed.com

2390 Bateman Ave
Irwindale, CA 91010

Kris Fowler

Project Manager

EXPERIENCE

Kris has 30 years of Heating Ventilation Air Conditioning and Refrigeration Service experience. This allows him to assist and create solutions in service, equipment repairs, installations, and refrigeration. He continues to model a strong relationship with his clients due to his commitment to service and strong communications skills. Kris understands what it takes to prepare the client and his team for various types of projects both large and small. Installation efficiency and getting the job done right the first time is his approach. His skill set includes customer relations, manpower management, knowledge of the industry, and continued classroom education in the HVAC project.

Education: Local 250 / Joint Journeymen Apprentice Training Center
- Controls – Hi/Lo Voltage
- Mechanical – HVACR, Safety & Management

Certifications: OSHA 30
Years of Industry Experience: 30 years

Service and Project History

- **East West Bank (Northern and Southern CA) – 2011 to Current**
  Maintenance and retrofit modernizations.
- **CVS (Pharmacy National Accounts) – 2011 to 2016**
  Maintenance and retrofit modernizations.
- **Rite Aid (Pharmacy National Accounts – 2011 to 2016**
  Maintenance and retrofit modernizations.
- **Casino Morongo – 2011 to 2015**
  Maintenance and retrofit modernizations.
- **City of Chino - 2012 to 2015**
  Maintenance and retrofit modernizations.
- **City of Highland – 2016 to 2021**
  Maintenance and retrofit modernizations.
- **City of Montebello – 2017 to Current**
  Maintenance and retrofit modernizations.
- **Edison- 2017 to 2021**
  Maintenance and retrofit modernizations.
- **Eastern Municipal Water District – 2018 to 2021**
  Maintenance and retrofit modernizations.
- **Loma Linda University – 2019 to 2021**
  Maintenance
- **AES – 2019 to 2021**
  Maintenance

DEVIN ROUNDY

DEVIN.Roundy@AOREED.COM
949-375-5714
IRWINDALE CA, 91010

PROFESSIONAL SUMMARY

Hard worker with an attitude to help the team. I have many years of experience and am willing to share that knowledge.
I'm good at problem solving and bringing solutions to your customers.
Great customer service skills with positive attitude.
Looking for a place that will allow me to grow in knowledge and understanding of the trade.

SKILLS

Positive Attitude
Team Leadership
Multitasking and Organization
Problem-Solving
Customer Service
Reliable and Responsible
Time Management

EDUCATION

JJATC
Anaheim, CA • 09/2008
HVAC-R

S.E.L.F
Irvine, CA • 06/1992
GED

CERTIFICATIONS

NFPA 70 Certified
OSHA 30
OSHA 510
OSHA 500

WORK HISTORY

AO Reed & Co - Service Manager
Irwindale CA • 10/2018 - Current

- Started as Certified Journeyman and worked my way to Certified Foreman, Certified General Foreman and now Service Manager.
- Resolved customer complaints in professional and timely manner.
- Met with customers to discuss service needs and offer available solutions.
- Resolved escalated customer complaints professionally, turning potentially negative experiences into opportunities for continued patronage.
- Analyzed service reports to identify areas of improvement.
- Managed a team of technicians, ensuring timely completion of projects and high-quality workmanship.

JJATC - Instructor
San Dimas, CA • 09/2010 - Current

- Promoted a positive learning environment by establishing clear expectations and maintaining consistent classroom management techniques.
- Tracked student progress, frequently checking in with struggling students and identifying root causes of problems.
- Boosted student performance by providing individualized support and targeted feedback.
- Initiated new learning methods, eliminating instructional gaps and improving comprehension.
- I took 1 year off in 2014

Control Air - Certified Journeyman
Anaheim, CA • 09/2009 - 10/2018

KEVIN BUTTERWORTH

Kevin.Butterworth@aoreed.com
949-5250724

EXPERIENCE

FEBRUAY 2018 – PRESENT
SERVICE SUPERINTENDANT,
Support all field technicians. Assist with the administration of the company safety program. Provide technical support for field technicians. Assist sales team with maintenance, repair and retrofit quotes.

MARCH 2005 – FEBRUARY 2018
CHILLER SERVICE TECHNICIAN, YORK, JOHNSON CONTROLS.
Factory reassembly and startup of York chillers. Trouble shoot, repair and preform preventive maintenance on large tonnage chillers. Specializing on large tonnage process chillers operating at very low temperatures, using exotic refrigerants. Startup repair and service on lithium bromide chillers. Member or the branch safety committee. Assist with training of apprentices in HVAC systems.

SEPTEMBER 1999 – FEBUARY 2005
SERVICE FOREMAN/ SERVICE TECHNICAIN
SOUTHLAND INDUSTRIES
Provide maintenance and repair of HVAC equipment including chillers, boilers under 2 million BTU input. Trouble shoot zone control issues, pneumatic electronic and DDC systems and repair or make recommendations. Trouble shoot and repair all types of mechanical systems. Assist with training of apprentices.

JANURARY 1998- AUGUST1999
SERVICE FOREMAN/ SERVICE TECHICAIN
SIEMANS BUILDING TECHNOLOGIES
Provide maintenance and repair of HVAC equipment. Assist with controls division on trouble shooting energy savings systems that did not perform as designed. Assist with training of apprentices.

FEBRUARY1992-JANUARY 1998
SERVICE TECHICIAN / APPRENTICE
BARR ENGINEERING
Provide maintenance, trouble shooting and repair of HVAC equipment and systems.

JUNE 1996-JANURARY1998

TRUCK DRIVER / APPRENTICE / SERVICE TECHICIAN

RENKOW SERVICE

Deliver materials. Assist with sheet metal fabrication. Assist with HVAC equipment service and repair. Assist with equipment replacement.

JANURARY 1994-JUNE1996

STATIONARY OPERATING ENGINEER

PACIFIC COLD STORAGE

Monitor operation of ammonia refrigeration plant. Trouble shoot and repair refrigeration system. Trouble shoot and repair electric fork lift equipment. Trouble shoot and repair high speed freezer doors. Maintain all mechanical systems in the facility.

QUALIFICATIONS & EDUCATION

UA. STAR CERTIFIED JOURNEYMAN LOCAL 250 JJATC

Graduate of local 250 HVAC 1997. Continuing journeyman training local 250 training center.

AUGEST 1987

CONTINUING EDUCATION, LONG BEACH CITY COLLAGE

Completed courses for general education AA degree.

SKILLS

- Strong understanding of refrigeration systems.
- Strong understanding of electricals systems.
- Strong trouble shooting skills in diagnosing problems with air flow and water flow systems.
- Understanding that in the service world repairs need to be completed in a timely manner with as little impact to customer as possible.
- Enjoy collaborating with others come up with the best possible solution.
- Work to build personal relationships with customers.
- Flexibility understand that there is always different ways to reach the same goal.

ANTHONY MUSSO

2390 Bateman Ave. Irwindale CA 91010
Anthony.musso@aoreed.com

EXPERIENCE

SEPTEMBER 2021 – PRESENT
HVACR INSTRUCTOR, JOINT JOURNEYMAN AND APPRENTICE TRAINING CENTER (JJATC)
Teaching Heat Load and Calculations to fourth year apprentices. Teaching Mechanical Systems to first year apprentices.

APRIL 2024 – PRESENT
DIRECTOR OF SERVICE, A.O. REED AND COMPANY LLC
Responsible for the Service Operations Team and Sales Executive Team. Responsible for the performance of the service business. Work with the business development team to develop and execute preventative maintenance agreements and renewals. Meet with clients and technicians to continuously improve our customers' experience.

FEBRUARY 2021 – 2024
SERVICE MANAGER, THERMA LLC
Responsible for the performance of the service business. Provide technical support to over 25 field technicians. Coordinate service projects, repairs, quoted work and service calls. Work with the business development team to develop and execute preventative maintenance agreements and renewals. Meet with clients and technicians to continuously improve our customer's experience.

MAY 2018 – FEBRUARY 2021
MECHANICAL FOREMAN, THERMA LLC
Mechanical foreman for Southern California responsible for the coordination of service calls and service maintenance with the field technicians and dispatching. Performed service and repairs on Air-cooled and Water-cooled systems up to 2700 ton. Installation of a variety of BMS/EMS systems. Performed installation, retrofit, and troubleshoot complex HVAC systems. Assisted the sales team with estimating and project management.

JULY 2011 – MAY 2018
JOURNEYMAN, CONTROL AIR CONDITIONING
Specialized in HVAC retrofits and unit replacements. Advanced to Foreman position in 2017, ran a crew of 18 technicians for the service department. Assist with training of apprentices in HVAC systems.

APRIL 2007 – JULY 2011
APPRENTICE/SERVICE TECHNICAIN, JOHNSON CONTOLS
Performed maintenance, service calls and repairs on HVAC and refrigeration systems. Assisted with HVAC unit replacements on systems from 1 ton to 200 tons. Worked with Journeyman level technicians on advanced equipment i.e. chillers, BMS systems etc.

MARCH 2006 – APRIL 2007
TRADESMAND/DRIVER, RAM AIR

Primary duties were delivering parts to job sites and assisting with any help need by the journeymen. Did light maintenances and service calls. Assisted with EMS installs.

QUALIFICATIONS & EDUCATION

SEPTEMBER 2008 – JUNE 2013
CERTIFIED JOURNEYMAN, HVACR, S.T.A.T, LOCAL 250 JJATC

JANUARY 2003 – JUNE 2005
BACHELORS, FINANCE, CALIFORNIA STATE UNIVERSITY, FULLERTON

AUGUST 2000– JUNE 2002
ASSOCIATES, ACCOUNTING, CYPRESS COLLEGE

SKILLS

- Strong understanding of refrigeration systems.
- Strong understanding of electricals systems.
- Strong trouble shooting skills in diagnosing problems with air flow and water flow systems.
- Understanding that in the service world repairs need to be completed in a timely manner with as little impact to customer as possible.
- Enjoy collaborating with others come up with the best possible solution.
- Skilled with Process Scheduler
- Strong understanding of Energy Management Systems
- Strong understanding of the construction business
- OSHA 30 Certified
- EPA Certified
- NFPA 70E Certified
- Multistack Certification in Maglev Gen 1 & 2 Chiller Service

OTHER INTEREST

- Coaching Baseball
- Spending quality time with my family

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LETTER OF INTEREST

A.O. Reed & Co. has a great interest in being considered for the Maintenance contract for the City. Our availability and dedicated time to our jobs are above the rest. We have personnel and resources that are always ready to always go. A.O. Reed & Co. will continue to always commit to our vendors in a professional manner. Planning and scheduling are a big part of what we do to help assist our vendors' success. We will meet with the city to set up a schedule that meets the parties involved at their best times.

PROJECT UNDERSTANDING AND APPROACH

A.O. Reed & Co. has demonstrated great understanding of many projects in our 114 yrs worth of experience. Our approach to a successful job consists of our communication and our teams that are trained in their field. The vendors that we work for will be notified of a schedule then a meeting will be held to review. Once we have an agreement we can ask for questions or adjustments to be agreed upon.

RELEVANT EXPERIENCE

A.O. REED & Co. works with many vendors providing services and projects. East West Bank, Eastern Municipal Water District, and City of Highland are but of many vendors we provide services for that match this scale of work.

REFERENCES

Appendix "C" Reference Sheet

RFP 25-10 Citywide HVAC Maintenance and Repairs

Entity Name East West Bank
Business Address 135 N. Los Robles Ave. Pasadena CA, 91101
Name of Contact Debbie Battista
Title Contact AVP-Assistant General Manager
Telephone Number of Contact 626-768-6251
Email of Contact Debbie.Battista@aoreed.com
Description of Project Maintenance and Projects
Date of Service Current

Entity Name Eastern Municipal Water District
Business Address 22270 Trumble RD. Perris CA, P.O. Box 8300
Name of Contact James Olivias
Title Contact Purchasing and Contracts
Telephone Number of Contact 951-928-3777 ext.6247
Email of Contact Olivasj@emwd.org
Description of Project Maintenance and Projects
Date of Service Current

Entity Name Montebello Transportation Depot
Business Address 400 South Taylor
Name of Contact Cesar Lopez
Title Contact Facility Maintenance Manager
Telephone Number of Contact 323-558-1625 ext.1303
Email of Contact Celopez@montebelloca.gov
Description of Project Maintenance and Projects
Date of Service Current

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CONFLICT OF INTEREST STATEMENT

A.O. REED & CO. is currently under contract with the Montebello Transportation Depot. We are providing maintenance for the entire site for the HVACR systems along with the controls, space heaters and boilers.

Contact information :
Cesar Lopez : Facilities Maintenance Manager
Phone: 323-558-1625 ext. 1303
Email: Celopez@montebelloca.gov

EQUIPMENT

Montebello Police Department

A/C #	TYPE	MAKE	TONS	MODEL	SERIAL	FILTERS	BELTS	NOTES
CH1	Chiller	Smardt Inc		AD05.2BGXX.F2AEHA.A008AA.E10	FF0010Q088Q3082	NA	NA	2 chilled water pumps rooftop
	Chilled water pump	Armstong		DE 43001205-0020-12	1021014090			
	Chilled wate pump	Armstrong		DE 43001205-0020-12	1021014091			
AH1	Air Handler	TRANE		MCCA40		24x24x2	BX75 x2	Danfoss VTL6000 with VAV 30 HP (supply fan only)
AH2	Air Handler	TRANE		MCCA40		24x24x2	CX105 x2	Danfoss VTL6000 with VAV 30 HP (supply fan only)
AH3	Air Handler	TRANE		MCCA17		24x24x2 ,24x24x12,12x24x12	BX61 x2	Danfoss VTL6000 with VAV 15 HP (supply fan only)
AH4	Air Handler	TRANE		MCCA21		24x24x2, 24x24x12	BX66 x 2	Danfoss VTL6000 with VAV 15 HP (supply fan only)
RB	Reheat Boiler	APEX		APX625C	65784174			With circ pump & Tjernland H series flue exhaust system
DB	Domestic Boiler	RAYPAK		WH3-0502CX	2006508328			With circ pump & Tjernland H series flue exhaust system
VAV1	VAV	TRANE						Level 1: 38 boxes
VAV2	VAV	TRANE						Level 2: 54 boxes
VAV3	VAV	TRANE						Level 3: 25 boxes
								Note: of the 117 VAV boxes, 91 have hot water reheat coils
RTU	Packaged Unit	LENNOX	8.5	LGH102H4MS4G	5620D09567			Shooting Range Unit
RTU	Packaged Unit	CARRIER	3	50VT-C36-50	3920F47059			Report Room Supplementary Package
RTU	Packaged Unit	CARRIER	5	50AH060				911 area (above break room)
	RTU					(1) 20x24x2 (bi-monthly)		Old 911 Rooftop Unit
	Exhaust Fans	Greenheck						Four on high roof; belt drive
		COOK						Three on low roof; belt drive
		Greenheck						One on lobby roof; belt drive; requires extension ladder
		COOK				24x24x2 24x24x12		Firing range exhaust; belt drive
	Summit DDC	TRANE						With 11 zones converted to Lon controls

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Communication Sites

A/C	TYPE	MAKE	TONS	MODEL	SERIAL	FILT	BELTS	NOTES
	Heat Pump	Bard	5	WA241-A00	140H961005776-02			Starlight Reservoir
	Heat Pump	Bard	5	WA241-A00	140H961003840-02			Starlight Reservoir
	Wall-Mount	Bard	5	WA701-B0ZEPXX3J	187N041978935-02			1343 Montebello
	Wall-Mount	Bard	5	WA701-B0ZEPXX3J	187N041978934-02			1344 Montebello
	Wall-Mount	Bard	5	WA423-B0ZEPXX3J	205N041977644-02			1344 Montebello
	Wall-Mount	Bard	5	WA421-A00	126J021747400-02			1166 S Greenwood
	Wall-Mount	Bard	5	WA421-A00	126J021747401-02			1166 S Greenwood
	Split System	Goodman	2	CK42-1A	00106495404			Golf Course

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Chet Holifield Library and Community Center

A/C #	TYPE	MAKE	TONS	MODEL	SERIAL	FILTERS	BELTS	NOTES
	PACKAGE	Carrier	10	48TCDD12A2A5A0A0G0	2920P80345			
	Gas Pack	Carrier	10	48TCDD12A2A5A0A0G0	1320P41280			
	Heat Pump	Carrier	10	48TCDD12A2A5A0A0G0	1320P41279			

GOLF COURSE

A/C #	TYPE	MAKE	TONS	MODEL	SERIAL	FILTER	BELTS	NOTES
	SPLIT	CARRIER		38MARBQ36AA3	0824V12505			
	RTU	CARRIER		50GCQJ06A2A5A0A0A0	2124C06912			
	RTU	CARRIER		50FCQM08A2A5A0A0A0	2124P74412			
	FAN	GREENHECK		G-120-5-VG-1-19-X	24790447			
	ICE MACHINE	HOSHIZAKI		URC-14FZ	P56102G			

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Acuna Park Community Center/Office

A/C #	TYPE	MAKE	TONS	MODEL	SERIAL	FILTERS	BELTS	NOTES
	RTU	CARRIER	2	48GXN024040301	0902G20758	00002		
	RTU	CARRIER	2	48GXN024040301	0402G22036	00002		
	RTU	CARRIER	2	48G5N024040301	0801610086	00002		
	RTU	TRANE	2	YCCO24F1LOBE	N233YD72H	00002		
	RTU	TRANE	3	YCC036F1MOBF	N233M011H	00002		

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Reggie Rodriguez Park Community Center

A/C #	TYPE	MAKE	TONS	MODEL	SERIAL	FILTERS	BELTS	NOTES
	RTU	Carrier	8.5	48HJDO09-531	0400G30238	1		
	RTU	Carrier	4	48HJD005-531	2600G20234			
	Split System	Carrier	3	380R04	1600X80117			Heat Pump Split System
	Split System	N/A		8QR0600	1405X29553			Heat Pump Split System
	RTU	Carrier	4	48HJD005-531	2600G20233			
	Split System	Carrier	1.5	38QR018C331	1600X80117			Heat Pump Split System
	RTU	Carrier	8.5	481-11D009-531	0400G30238			

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Montebello Fire Station 56

A/C #	TYPE	MAKE	TONS	MODEL	SERIAL	FILTERS	BELTS	NOTES
	RTU	TRANE	5	WCC060F300BE	P2843F02H			
	RTU	TRANE	4	WCC048F100BF	R353YL12H			
	RTU	PAYNE	2.5	PH4GNAB30000AA	1816C21935			
	RTU	TRANE	3	WCC036F100BD	N34119X1H			
	RTU	CARRIER	5	50QJ006530	2991G10460			

Montebello City Hall

A/C #	TYPE	MAKE	TONS	MODEL	SERIAL	FILTERS	BELTS	NOTES
	RTU	LENNOX		KHB036S4DN1G	5621K00695			
	RTU	LENNOX		KHB036S4DN1G	5621K00703			
	RTU	LENNOX		KHB036S4DN1G	5621K00699			
	RTU	LENNOX		KHB036S4DN1G	5621K00692			
	RTU	LENNOX		KHB036S4DN1G	5621K00690			
	RTU	LENNOX		KHB036S4DN1G	5621K00701			
	RTU	LENNOX		KHB036S4DN1G	5621K00693			
	RTU	LENNOX		KHB036S4DN1G	5621K00927			
	RTU	LENNOX		KHB036S4DN1G	5621KK00697			
	RTU	LENNOX		LRP14HP24EP-2A	1622A03383			
	RTU	LENNOX		LRP14HP24EP-2A	1621H01976			
	RTU	LENNOX		LRP14HP24EP-2A	1622A03385			
	RTU	LENNOX		LRP14HP24EP-2A	1621G19493			
	RTU	LENNOX		KHB122H4EN1G	5621J04384			
	RTU	LENNOX		KHB122H4EN1G	5621A10055			
	RTU	LENNOX		KHA092S4MN1G	5621J03653			
	RTU	LENNOX		KHA092S4MN1G	5621B10071			
	RTU	LENNOX		KHB074S4TN1G	5621K04225			
	RTU	LENNOX		KHB060H4EN1G	5621K04222			
	RTU	LENNOX		KHB060H4EN1G	5621K04217			
	RTU	LENNOX		KHB060H4EN1G	562K04219			
	RTU	LENNOX		KH048S4DN1G	5621K00569			
	RTU	TRANE		WSJ180AS00200D	234811410D			
	SPLIT	SAMSUNG		AR12TSFYBWN	RNS16YBT			
	SPLIT	SAMSUNG		AR112TSYBWKN	RNS12YBT			
	SPLIT	SAMSUNG		AR112TSYBWKN	RNS13YBT			
	CONDENSER	SAMSUNG		AJ036TXJ4CH	JXH36J5T			

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Montebello Fire Station 55

A/C	TYPE	MAKE	TONS	MODEL	SERIAL	FILTERS	BELTS	NOTES
	PACKAGED	CARRIER		48VL4E3606030TP	4220F46978			
	PACKAGED	CARRIER		48VL4E3606050	4220F47351			
	PACKAGED	CARRIER		48VLN0300603TP	4820F46780			
	PACKAGED	CARRIER		48VL4E3606030TP	4220F46976			

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Montebello Fire Station 57

A/C #	TYPE	MAKE	TONS	MODEL	SERIAL	FILTERS	BELTS	NOTES
	Split	YORK	3	D2NP036N05606NXA	SNOL8377208			
	Split	YORK	2	TCGD024S41S1HA	WOH8209428			
	Split	Goodman	2	PCO241BREVE	9412101206			
	Split	Goodman	3.5	CK421A	106495404			

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Senior Citizen Center

A/C #	TYPE	MAKE	TONS	MODEL	SERIAL	FILTERS	BELTS	NOTES
	RTU	TRANE	20	YCH24184LBDD	244101879D			
	RTU	STERLING	3	AA8B5C165	1440964			Make-up air
	RTU	TRANE	15	YCH18184BDD	2444101875D			
	RTU	CARRIER	11.5	48TFD012601GA	3900G30423			
	RTU	CARRIER	11.5	48TFD012601GA	3900G30428			

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Cathy Hensel Youth Center and Gym

A/C #	TYPE	MAKE	TONS	MODEL	SERIAL	FILTERS	BELTS	NOTES
	Gym Air Hnadler	Des Champs	20	TVVA2408400BC	960057	00008	1-5VX1030	1-5VX930
	Condensing Unit	TRANE	2	TVVA2408400BC	L374PLUAH	00002		
	Condensing Unit	TRANE	2	TWA24013400BC	L374PM6AH	00002		
	RTU	TRANE	2	YCD241B4LCDD	L44102542D	00002		
	Swamp Cooler	Sterling	-	--		-	-	Snackbar unit - non-operational
	Exhaust Fan			1385458379	135ACEB			

QUIET CANNON

A/C #	TYPE	MAKE	TONS	MODEL		SERIAL	FILTERS	BELTS	NOTES
		GOODMAN MFG		CK42-1A		001064955404			
		TRANE		TWE090B300BB		J25178177			
		CARRIER		FV4CNF005		0817A83159			
		CARRIER		25HHA448A600		1417X47028			
		RUDD		A42-00		0003578032			

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SERVICE FREQUENCIES

QUARTERLY OPERATIONAL (4x per year)

- Test and Inspect: Package Units/RTU, Chillers, Ice machines, Split Systems, Boilers, drives, pumps, and Exhaust Fans
- Record and report in notes.
- Replace filters with Merv-13

ANNUAL COMPREHENSIVE (1x per year)

- Belt Replacements: Package Units/RTU, Split Systems, and Exhaust Fans
- Condenser Coil Cleaning: Package Unit/RTU and Split Systems condenser.
- Grease all fittings as needed.
- Ice Machine maintenance to follow the manufacturers specifications.

EXCLUSIONS

- HEPA Filters
- MERV-10 Filters
- Anything not mentioned in this proposal.

REPAIRS

- Any repairs or recommendations found during the preventative maintenance will be quoted separately.

DELIVERABLES

At the completion of each service inspection, a service report will be provided, noting the work done, materials used, and any recommendations for repairs or additional services.

EQUIPMENT TASKING

PACKAGE UNIT/ RTU

Quarterly Operational

1. Filter Replacement.
2. Visually check all piping and coils for visible refrigerant leaks or water leaks.
3. Visually check the coils for damage.
4. Visually check all electrical outlets for burnouts or possible rub-outs.
5. Inspect electrical for burn marks on control boards or the cabinet.
6. Check contactors for pitting on contacts.
7. Tighten all electrical connections.
8. Clean out the electrical area.
9. Check the condensate pan for debris and deficiencies.
10. Blow out the drain line and prime the "P" trap.
11. Visually check the blower section for dirt and debris.
12. Check for any unusual vibrations or noises.
13. Check the belts for proper tension and adjust, if needed.
14. Check the economizer for proper operations.
15. Place the unit back into service and confirm proper operation.
16. Clean up and dispose of dirty filters if necessary.

Annual Comprehensive

1. Filter replacement.
2. Visually check all piping and coils for visible refrigerant leaks or water leaks.
3. Visually check the coils for damage.
4. Wash condenser coils with fresh water or Green. Clean out the compressor section.
5. Visually check all electrical for burnouts or possible rub-outs.
6. Inspect electrical for burn marks on control boards or in the cabinet.
7. Check contactors for pitting on contacts.
8. Tighten all electrical connections.
9. Clean out the electrical area.
10. Check the condensate pan for debris and deficiencies.
11. Blow out the drain line and prime the "P" trap.
12. Visually check the blower section for dirt and debris.
13. Check for any unusual vibrations or noises.
14. Replace the belt if needed and set alignment and proper tension.
15. Check the economizer for proper operations lubricate linkages.
16. Check the temperature splits across the coils, evaporator, and condenser.
17. Place the unit back into service and confirm proper operation.
18. Clean up and dispose of dirty filters.

SPLIT SYSTEM

Quarterly Operational

1. Filter replacement.
2. Visually check all piping and coils for visible refrigerant leaks or water leaks.
3. Visually check the coils for damage.
4. Visually check all electrical for burnouts or possible rub-outs.
5. Inspect electrical for burn marks on control boards or the cabinet.
6. Check contactors for pitting on contacts.
7. Tighten all electrical connections.
8. Clean out the electrical area.
9. Check the condensate pan for debris and deficiencies.
10. Blow out the drain line and prime the "P" trap.
11. Inspect the secondary drain pan and condensate pump, if applicable.
12. Visually check the blower section for dirt and debris.
13. Check for any unusual vibrations or noises.
14. Check the belts for proper tension and adjust them if needed.
15. Place the unit back into service and confirm proper operation.
16. Clean up and dispose of dirty filters as needed.

Annual Comprehensive

1. Filter replacement.
2. Visually check all piping and coils for visible refrigerant leaks or water leaks.
3. Visually check the coils for damage.
4. Wash condenser coils with fresh water or Green. Clean out the compressor section.
5. Visually check all electrical for burnouts or possible rub-outs.
6. Inspect electrical for burn marks on control boards or in the cabinet.
7. Check contactors for pitting on contacts.
8. Tighten all electrical connections.
9. Clean out the electrical area.
10. Check the condensate pan for debris and deficiencies.
11. Blow out the drain line and prime the "P" trap.
12. Inspect the secondary drain pan and condensate pump, if applicable.
13. Visually check the blower section for dirt and debris.
14. Check for any unusual vibrations or noises.
15. Replace the belt and set alignment and proper tension.
16. Check the temperature splits across the coils, evaporator, and condenser.
17. Place the unit back into service and confirm proper operation.
18. Clean up and dispose of dirty filters if necessary.

BOILER

Quarterly Operational

1. Inspect the boilers while they're running before we shut down. Check for any visible leaks, damage, or corrosion.
2. LOTO boiler.
3. Check the pressures coming in the loop from the makeup water. Ensure the pressure reading is the same as the indicated pressure on the regulator.
4. Check the pressure relief for proper operations.
5. Inspect the air filter and wash.
6. Remove panels and inspect the blower wheels and cabinet.
7. Check the hot surface ignitor and flame rod sensor. Hot surface ignitors should have a reading between 40-90 ohms.
8. Check the operation of the flow switch.
9. Place the unit back into service and confirm proper operation.
10. Check the air gap on the expansion tank.

Annual Comprehensive

1. Inspect the boilers while they're running before we shut down. Check for any visible leaks, damage, or corrosion.
2. LOTO boiler.
3. Remove all the panels from the boiler.
4. Inspect the air filter and clean it.
5. Remove gas lines inside the boiler.
6. Remove the burner section, inspect the burners, and clean out the soot that accumulates in the bottom of the burner section.
7. Record any deficiencies found in the burner section.
8. Put the burner section and the gas lines back together.
9. Replace the hot surface ignitor and flame rod sensor if necessary.
10. Isolate the boiler water piping and drain the boiler.
11. Remove the low water cut out and clean.
12. Check the flow switch for proper operation.
13. Check the coupling on the circulating pumps for abnormal wear.
14. Put panels back in the unit and start the boiler.
15. Check the make-up water inlet pressure and outlet pressure. Ensure proper operations.
16. Check the reliefs on the boiler.
17. Set an air gap on the expansion tank if necessary.
18. Check the gas pressure and adjust to proper gas flow.
19. Check safe ties for proper operations.
20. Place unit back into operation, confirm proper operation.

VARIABLE FREQUENCY DRIVE (VFD)

Operational

1. Check all control wire connections; tighten as necessary.
2. Check line and load wire connections; tighten as necessary.
3. Check control boards and capacitors for evidence of hot spots or corrosion if accessible.
4. Check heat sink for dust and dirt accumulation; report if cleaning required.
5. Check heat sink cooling fan operation.
6. Check enclosure filters if applicable; clean as needed.
7. Check enclosure cooling fan operation if applicable.
8. Check the enclosure heater operation if applicable.

Annual

1. Check and tighten all control wiring connections.
2. Check and tighten line and load wire connections.
3. Check control boards and capacitors for evidence of hot spots or corrosion if accessible.
4. Clean heatsink using dry nitrogen and a vacuum.
5. Clean heat sink cooling fan and check operation.
6. Clean enclosure filters; replace if specified.
7. Clean enclosure cooling fan and check operation.
8. Check enclosure heater operation.
9. Clean enclosure cabinet.

EXHAUST FANS

Quarterly Operational

1. LOTO exhaust fan.
2. Remove covers and guards to access the belt and motor.
3. Inspect belts for cracks and abnormal wear.
4. Check the belt for proper tension.
5. Check the pulley alignment. Check pulleys for abnormal wear.
6. Check fan and housing for cleanliness.
7. Remove LOTO and start-up EF. Check for any unusual noises or vibrations.

Annual Comprehensive

1. LOTO exhaust fan.
2. Remove covers and guards to access the belt and motor.
3. Replace belt(s) check pulleys for abnormal wear.
4. Adjust alignment and tension on the belt.
5. Check fan and housing for cleanliness. Clean out the electrical area.
6. Grease bearings.
7. Remove LOTO and start-up EF. Check for any unusual noises or vibrations.

AIR COMPRESSOR (If Applicable)

Quarterly Operational

1. Drain the tank and check the traps.
2. Check belts, sheaves, and filter.
3. Change the suction filter, as required.
4. Analyze motor operating conditions and lubricate.
5. Check the PE switch, starter, and alternator.
6. Record compressor run time.
7. Clean the area around the equipment.

Annual Comprehensive

1. Drain the tank and check the traps.
2. Change the oil and check the oil pressure.
3. Check belt and sheaves; change as specified in *Service Frequency*.
4. Replace air filter.
5. Inspect the unloader and check the valve.
6. Inspect high-pressure safety valve.
7. Analyze motor operating conditions and lubricate.
8. Check PE switch, starter, and alternator.
9. Record compressor run time.
10. Clean area around the equipment.

COMPONENT COSTS

Montebello City Preventive Maintenance				
Site	Component cost Annually	Materials	Labor	Total Hours
Acuna Park Comm Center	$ 2,324.00	$ 1,100.00	$ 1,224.00	8.5
Bella Verde Resort	$ 2,860.00	$ 628.00	$ 2,232.00	15.5
Cathy Hensel Youth Center	$ 4,551.00	$ 1,527.00	$ 3,024.00	21
Chet Holifield Park	$ 2,418.00	$ 1,338.00	$ 1,080.00	7.5
City Hall	$ 15,052.00	$ 6,628.00	$ 8,424.00	58.5
Communication Sites	$ 7,683.00	$ 1,203.00	$ 6,480.00	45
Fire Station 55	$ 2,189.00	$ 749.00	$ 1,440.00	10
Fire Station 56	$ 2,503.00	$ 919.00	$ 1,584.00	11
Fire Station 57	$ 1,851.00	$ 411.00	$ 1,440.00	10
Golf Course	$ 3,965.00	$ 653.00	$ 3,312.00	23
Police Station	$ 22,584.00	$ 7,464.00	$ 15,120.00	105
Potrero Heights	$ 588.00	$ 228.00	$ 360.00	2.5
Quiet Canyon	$ 2,633.00	$ 1,049.00	$ 1,584.00	11
Reggie Rodriguez Park	$ 3,698.00	$ 1,610.00	$ 2,088.00	14.5
Senior Center	$ 5,633.00	$ 2,753.00	$ 2,880.00	20

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Contractor's License No. # 7731

PREVENTATIVE MAINTENANCE SERVICE AGREEMENT

THIS AGREEMENT IS ISSUED TO:
City Of Montebello

COVERING THE FOLLOWING EQUIPMENT LOCATED AT:
RFP #25-10 locations

CONTRACT TERM: 3 YR 1 PLUS 1 EXTENSION 5 TOTAL
July 2025-July ,2028 (Actual start date to be determined by contractual documents)
EXTENSION OPTION Yr. 1- 2028 - 2029 Yr. 2- 2029 - 2030
BASE PRICING: NOT TO EXCEED

Year(s)	Period	Yearly Total	Billing Frequency	Payment
Year 1	July 2025 - July ,2026	$80,532.00	Quarterly	$20,133.00
Year 2	July 2026 - July, 2027	$82,545.00	Quarterly	$20,636.00
Year 3	July 2027 - July, 2028	$84,608.00	Quarterly	$21,152.00
Year 4	July 2028 - July, 2029	$86,723.00	Quarterly	$21,680.00
Year 5	July 2029 - July, 2030	$88,891.00	Quarterly	$22,222.00

Inspection and Maintenance
We agree to perform inspection and maintenance services, as indicated below, for a period of 3 years(s) as detailed in this agreement. There is an option for a 1 plus 1 add so 2 additional years. The inspection and maintenance services to be performed as part of this agreement include:

1. Regular preventive maintenance (see Maintenance guideline). AA
2. Additional services may be included in the attachments to this agreement.

The services outlined in this agreement will be performed during normal working hours.
THIS QUOTE IS VALID FOR 60 DAYS FROM THE DATE OF SUBMITTAL

A.O. REED & CO. APPROVAL

Kris Fowler

Service Project Manager

DATE 6/11/25

Signature

CUSTOMER ACCEPTANCE

The City of Montebello

Name: _____

Title: _____

DATE _____

Signatur

GENERAL PROVISIONS

CLARIFICATIONS:

Repair Service
Repair service requested by the customer and not covered under the contract will be provided at our current hourly rate. Repair workmanship is guaranteed for 60 days from the date of repair.
Warranty Service
Warranty work will be provided during normal working hours.

Payment Schedule
Payments are due as follows:

- Net 30 Terms
- Acceptable forms of payment are either: (a) Check or (b) ACH Transfer

EXCLUSIONS:

There shall be no liability under this agreement for the following:

1. Any default, delay in performance, or extraordinary damage caused by any contingency beyond our control, including war, government restrictions or restraints, strikes, fire, floods, or short or reduced supply of any material or furnished products.
2. Any consequential damage of any nature, including damage arising from failure of a component part of the included equipment or the inspection, maintenance, or repair of said equipment.
3. Any duplicate protection provided under any other existing warranty or contract.
4. System design or performance in maintaining design conditions except through failures of equipment specifically covered herein.
5. Failure to discover conditions necessitating repairs or replacement.
6. Fees associated with registering A.O. Reed as an approved vendor and/or third-party accounting systems requiring fee registrations for payment. A.O. Reed reserves the right to recoup these costs from the customer.

This agreement does not cover electrical service, ductwork and insulation, recording instruments, water supply and drains, air volume adjustment, plumbing or piping, work required by the government and other codes and regulations, or any services performed beyond those specifically enumerated herein.

CONDITIONS:

The only parties to this agreement are the customer and A.O. Reed. While A.O. Reed is committed to providing First-Class Service to our customers, we recognize that contractual agreements may not be mutually satisfactory. Therefore, we offer term cancellation by either the customer or contractor providing 30 days' notice, with or without cause.
This agreement shall be void if the included systems have been subject to misuse, negligence, accident, fire, lightning, windstorm, or vandalism or if the equipment has been tampered with or altered in any way or operated contrary to the manufacturer's specifications. The services under this agreement are not guaranteed against obsolescence or normal wear. Nor shall inspections be construed as an approval or guarantee of the condition of the equipment. The warranties and obligations set forth herein are in lieu of all other warranties and liabilities expressed or implied in law or in fact include the implied warranties of merchantability and fitness for particular use.

SERVICE AVAILABILITY:

A.O. Reed & Co.'s service staff is available to our customers 24 hours a day, 7 days a week. A qualified repair technician and a field supervisor are on call after regular working hours. Our emergency answering service will contact them as soon as your call is received. We offer a response time of two hours in most emergency conditions. Additional technicians will be placed on call as backup in extreme temperature conditions, such as heat spells and freezing. Emergency calls, repairs, or services not included in preventative maintenance are billed additional, as authorized, at A.O. Reed & Co.'s current contract customer labor rates. Service calls are billed for a two-hour minimum.

All labor rates are based on current Union Contracts and are subject to change annually. **24/7 Service: (877) 247-8437**

VALUE ADDED

- With over 110 years of experience, A.O. Reed has the highest retention of technicians in the industry, amounting to over 2 million hours of current field experience and technical support.
- Our service team's tenure averages over nine years; it is not unusual for some to be here for over half their lifetime. Our service technicians are versatile, well-trained craftsmen who meet every customer's unique set of expectations.
- A.O. Reed employees receive no commissions or bonuses of any type. Our philosophy is to give you the lowest cost and highest value while suggesting only what is needed.
- The emergency service response time is 2 hours or less, 24/7.
- A.O. Reed technicians must continually upgrade their mechanical and safety skills by utilizing the most up-to-date training techniques and keeping current on required certifications.
- A.O. Reed's volume and purchasing power guarantee preferred vendor pricing, passed on to our customer base.
- A.O. Reed also has an excellent commercial-industrial plumbing service available 24/7.
- Union-trained technicians are utilized for Preventive Maintenance (PM) inspections to ensure that equipment is properly tested and diagnosed.
- Technicians are encouraged to be customers' main point of contact and take ownership of their accounts, with direct communication to facility personnel.
- A.O. Reed maintains several specialized project teams to estimate and execute medium-sized jobs quickly and efficiently.
- All A.O. Reed Service Technicians have a tablet, a valuable tool for quicker and more efficient dispatching and service tasking capabilities.
- Additional A.O. Reed services include:
    - ◊ Energy Audits & Efficiency Projects
    - ◊ Commercial and Industrial Plumbing
    - ◊ Engineering Services
    - ◊ Air Balancing, Cleanroom Certification, Calibration
    - ◊ Sheet Metal Fabrication
    - ◊ Process Skid Manufacturing
    - ◊ LEED Certification Assistance
    - ◊ Building Automation & Industrial Controls

Exhibit "B"

SCHEDULE OF COMPENSATION

FY 2025-26: Jun. 30, 2025 - Jul. 1, 2026 $80,532

FY 2026-27: Jul. 1, 2026 – Jun 30, 2027 $82,545

FY 2027-28: Jul. 1, 2027 – Jun 30, 2028 $84,608

FY 2029-30 Extension: Jul. 1, 2028 – Jun 30, 2029 $86,723

FY 2030-31 Extension: Jul. 1, 2029 – Jun 30, 2030 $88,891

An additional $200,000 per fiscal year will be allocated for repair services that are outside of the scope of the HVAC preventative maintenance services described in the RFP.

An additional one-time allocation of $175,000 will be encumbered for HVAC services at the Montebello Fire Station 56.

Exhibit “C”

LIVE SCAN FINGERPRINTING REQUIREMENT

The CONSULTANT may be required to successfully pass a Department of Justice fingerprinting background check (“Live Scan”) performed by a certified fingerprinting service provider or at the City of Montebello Police Department. The CONSULTANT shall be responsible for obtaining the Live Scan for its staff and shall bear the cost thereof. The agency completing the fingerprints must provide the City of Montebello Human Resources with the background check results and subsequent records for review. The CONSULTANT may be required to obtain a “Temporary Consultant’s Badge” issued by the City of Montebello Human Resources prior to performing work on-site.

Agreement No. 4327 - A.O. Reed & Co

Final Audit Report 2025-07-28

Created:	2025-07-16
By:	Jeremy Melendez (jemelendez@montebelloca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAATD84bZnyIJfruqqbTKf53qRIH05kXBCu

"Agreement No. 4327 - A.O. Reed & Co" History

Document created by Jeremy Melendez (jemelendez@montebelloca.gov)
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Document emailed to Kris Fowler (kris.fowler@aoreed.com) for signature
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Signer Kris Fowler (kris.fowler@aoreed.com) entered name at signing as Anthony Musso
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Document e-signed by Anthony Musso (kris.fowler@aoreed.com)
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2025-07-24 - 10:10:01 PM GMT

Email viewed by Arnold Alvarez-Glasman (aglasman@agclawfirm.com)
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Signer Arnold Alvarez-Glasman (aglasman@agclawfirm.com) entered name at signing as Arnold M. Alvarez-Glasman
2025-07-28 - 11:11:25 PM GMT

Document e-signed by Arnold M. Alvarez-Glasman (aglasman@agclawfirm.com)
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Document emailed to Christopher Jimenez (cjimenez@montebelloca.gov) for signature
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Agreement completed.
2025-07-28 - 11:21:00 PM GMT

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 4321 WITH A.O. REED & CO.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **May 5, 2025** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and A.O. REED & CO. (the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional contractor to provide Preventative maintenance services for the HVAC equipment in the CITY's Transportation Facility; and

WHEREAS, the 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. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

a. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. Proposal referenced and Best Final Offer received by the successful proposer.
3. All other documents, including but not limited to all applicable bonds, insurance certificates, notices, schedules, forms, certifications, and affidavits.

b. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

a. All terms, conditions, requirements, and provisions of the Request for Proposals for Preventative Maintenance Service Program for the HVAC equipment in the City of Montebello April 8, 2025 ("Request for Proposals"), as such is set forth fully in **Exhibit "A**" hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

b. The CONTRACTOR shall provide to the CITY all labor, equipment, materials and incidental necessary to provide Preventative Maintenance Service Program for the HVAC equipment services as set forth fully in the Request for Proposals, as such is set forth fully in **Exhibit "A**" hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

c. The CONTRACTOR shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "A"** and incorporated fully herein by this reference ("Compensation"). The CONTRACTOR shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONTRACTOR shall 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 May 4, 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 CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

b. The CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of CONTRACTOR hereunder, in meeting its obligations under this Agreement.

c. The CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. The CONTRACTOR shall have the right to retain, subject to the CITY's approval, additional individuals, CONTRACTORs or sub-contractors to assist in the completion of services as herein defined. Compensation for additional individuals, CONTRACTORs or sub-contractors shall be the sole and exclusive responsibility of the CONTRACTOR.

e. The CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONTRACTOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

a. The CONTRACTOR hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The 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 the CONTRACTOR.

b. All data, documents, discussion, or other information developed or received by the CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONTRACTOR without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONTRACTOR agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by the CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by the CITY's City Manager (the "City Manager").

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONTRACTOR and shall be the CITY's agent with respect to obtaining the CONTRACTOR's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval 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 CONTRACTOR which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONTRACTOR, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONTRACTOR. The CONTRACTOR and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONTRACTOR shall only be entitled to

the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (10) business days' written notice to the CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONTRACTOR the part of Compensation which would otherwise be payable to the CONTRACTOR for services the CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONTRACTOR shall be reimbursed for any "non-refundable" costs that the CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that the CONTRACTOR provides the CITY with adequate proof that the CONTRACTOR incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONTRACTOR for its performance of services under this Agreement. The CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by the CONTRACTOR during the term of this Agreement.

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of the CITY shall be personally liable to the CONTRACTOR in the event of any default or breach by the CITY, or for any amount which may become due to the CONTRACTOR.

SECTION 11. INDEPENDENT CONTRACTOR.

a. The CONTRACTOR is and shall, at all times, remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONTRACTOR except as expressly set forth in this Agreement. The CONTRACTOR shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONTRACTOR for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONTRACTOR, the CONTRACTOR's employees or the CONTRACTOR's sub-contractors for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. The CITY shall not deduct from the Compensation paid to the CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONTRACTOR. The CITY shall have no responsibility to provide the CONTRACTOR, its employees or sub-contractors with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONTRACTOR is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONTRACTOR must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONTRACTOR. If this Agreement remains in place, the CONTRACTOR shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the CONTRACTOR or any employee, agent, or sub-CONTRACTOR of the CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONTRACTOR shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONTRACTOR or its employees, agents, or sub-contractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONTRACTOR and any of its employees, agents, and sub-contractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

The CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONTRACTOR to comply with this section.

SECTION 14. INDEMNIFICATION.

The CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or

in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of the CONTRACTOR's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

a. During the term of this Agreement, the CONTRACTOR shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONTRACTOR's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than $2,000,000 per occurrence. 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 $2,000,000 per occurrence or claim, $2,000,000 aggregate.

b. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

c. The CONTACTOR shall require each of its sub-contractor's, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

d. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary

insurance and pay, at the CONTRACTOR's expense, the premium thereon.

f. **Evidence of Insurance prior to commencement**. The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Principal Risk Officer
1600 West Beverly Boulevard
Montebello, CA 90640
Email: KAghili@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 CONTRACTOR shall maintain on file with the CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. The CONTRACTOR shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

h. The CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

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 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.

j. The insurance provided by the CONTRACTOR shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents, or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

k. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONTRACTOR, and CONTRACTOR's employees, agents or sub-contractor's, from waiving the right of subrogation prior to a loss. The

CONTRACTOR 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 CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to the CITY, or the CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

m. Procurement of insurance by the CONTRACTOR shall not be construed as a limitation of the CONTRACTOR'S liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONTRACTOR shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-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 the CONTRACTOR and shall not bind or purport to bind the CITY and shall not release the CONTRACTOR from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-contractor's. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the CONTRACTOR under the Agreement.

SECTION 17. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition, or covenant hereof.

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of

reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has

not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY:
City of Montebello
Attn: Raul Alvarez, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: ralvarez@montebelloca.go

With a copy to:
City of Montebello – Transportation Department
Attn: John Soria, Department of Transportation
400 S Taylor Ave,
Montebello, CA 90640
323-558-1625 x1315
jsoria@montebelloca.gov

If to CONTRACTOR:
A.O. REED & CO.
Attn: Anthony Musso, Director of Service
2390 Bateman Ave.
Irwindale, CA 91010
(626) 446-1854
Anthony.Musso@aoreed.com

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee, sub-CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. The 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.

The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

The CONTRACTOR covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by the CONTRACTOR. The CONTRACTOR's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[**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 (May 6, 2025 09:13 PDT)

Raul Alvarez, City Manager

("CONTRACTOR")

A.O. Reed & Co.

Anthony Musso (May 5, 2025 15:56 PDT)

Anthony Musso, Director of Service

ATTEST:

Christopher Jimenez (May 6, 2025 13:29 PDT)

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman
Arnold M. Alvarez-Glasman (May 6, 2025 13:03 PDT)

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Request for Proposals for Services and Contractor's Proposal
- Exhibit B – Labor Law Requirements
- Exhibit C – Live Scan Fingerprinting Requirement

2390 Bateman Ave.
Irwindale, CA 91010

PREVENTATIVE MAINTENANCE

April 8, 2025

Prepared for:

Montebello Transportation Depot

400 S. Taylor

Montebello, CA 90640

Preventative Maintenance Proposal

2390 Bateman Ave.· Irwindale, CA 91010
Phone (626) 446-1854
http://aoreed.com/
MECHANICAL CONTRACTOR
Contractor's License No. 7731 Dir #1000000157

A LEGENCE Company

Montebello Transportation Depot.
400 S. Taylor
Montebello, Ca 90640
Cesar Lopez
Facility Manager
Celopez@montebelloca.gov
(323)558-1625 ext.1303

April 8, 2025

A.O. Reed & Co. is pleased to provide the Montebello Transportation Depot with this **Preventative Maintenance Service Program** proposal for the HVAC equipment.

Through this solution-based maintenance program, A.O. Reed aims to help the Montebello Transportation Depot to reduce unplanned downtime for their staff and members by increasing equipment lifetime and reliability. A controlled comprehensive preventative maintenance program is a proactive approach to avoid costly service calls that can put the equipment at risk. The enclosed program covers quarterly operational visits to test & inspect all the HVAC equipment including the controls system. and one annual comprehensive visit to perform annual services. Please refer to our *equipment tasking* and *service frequencies* for a detailed scope of work.

Thank you for considering A.O. Reed for your HVAC supplier. Please call me if you have any questions or need further information. If this proposal is acceptable, please email a signed copy to my attention at Kris.Fowler@aoreed.com

Sincerely,

A.O. Reed & Co.

Kris Fowler

Kris Fowler
Service Project Manager
626-433-5506
Kris.Fowler@aoreed.com

ABOUT US

A.O. Reed is one of the most reputable mechanical contracting companies built on excellence, integrity, customer satisfaction, and top-quality expertise. Since 1914, A.O. Reed has taken pride in building and servicing memorable projects throughout Southern California. We have gained the trust of top customers and clients by providing cost-effective budgets and exceptional service while maintaining aggressive schedules.

A.O. Reed is very proud to have won the Top Workplaces USA award issued by Energage. The Top Workplaces program has been around for sixteen years and has surveyed over 20 million employees. Over 72,000 companies were invited to participate in this year's survey. Energage analyzes employee feedback from A.O. Reed's company-wide survey and compares the results with other industries throughout the nation. Based on our positive employee feedback, we won the national award!

A.O. Reed & Co. was founded in 1914, and incorporated on September 19, 1929. Since then, the company has been a leading mechanical contractor specializing in HVAC, plumbing, and service. A.O. Reed's headquarters includes offices, fabrication shops, and storage structures.

SERVICE CAPABILITIES

A.O. Reed has established a service team in San Diego for decades. We have recently expanded to a Los Angeles office. Together, we have a strong and diversified team that can take on HVAC and plumbing service needs throughout Southern California. We have over 130 service vans that are ready for your service!

We provide that "small business" feel for a large mechanical contracting company. A.O. Reed groups a small, diverse crew of service technicians to achieve this goal in specific work zones. This lets our technicians know the equipment, the property, and the customer. When we arrive, we can move efficiently and respond quickly to our customers' needs.

A.O. Reed's service team provides a personalized experience for our customers. We assign a dedicated project manager to each customer. The project manager will work closely with the customer to understand their asset, property, and ownership goals. We guarantee that each need or request is customized to the customer's expectations.

A.O. Reed integrates a web-based service management platform with a 24-hour hotline for customers' emergency HVAC or plumbing needs. When our service professionals answer the service and emergency calls, they will have full access to all assets under our preventive maintenance programs. Call (877) 247-8437 (Los Angeles area) for emergency service requests.

The HVAC and plumbing systems are the heart and lungs of any facility, so the most critical decision to protect those systems is choosing the most experienced and trusted mechanical contractors. We can leverage specific requirements and project goals by collaborating at the onset. From there, A.O. Reed can design the most responsive, optimized maintenance program at minimum cost. Our professional service technicians provide the most positive results, whether plumbing, backflow, HVAC, or digital controls.

2390 Bateman Ave. • Irwindale, CA 91010
(626) 446-1854 • www.aoreed.com
MECHANICAL CONTRACTOR
Contractor's License No. # 7731

EQUIPMENT LIST

Equipment	Tag ID	Make	Model No.	Serial No.	Capacity	Service Frequency
Split Built up system Cond. B#1	10	Trane	RAUJC20	C23J05413	20 Ton	Q, A
Split System, AHU Unit B#1	1	Trane	MCCA017MSE0AB00AOA	K96F52186	20Tons	Q, A
VFD AHU-1 B#1	1	ABB	ACH580-VCR-014A-J429	2240950729	10HP	Q, A
Split System Condenser B#2	CU #9	Mitsubishi	NTXMSM48A182AA	21U0130377RP14	4Ton	Q, A
Split System wall coil B#2	#9A	Mitsubishi	TPKFYP024KM142A	32M0058965TKLY	2Ton	Q, A
Split System wall coil B#2	#9B	Mitsubishi	TPKFYP024KM142A	32M0058165TKLY	2Ton	Q, A
RTU B#3	AC-12	Trane	YHC047E4RXA2FK0D10006	234512822L	4Ton	Q, A
RTU B#3	AC-13	Trane	YHC047E4RXA2FK0D10006	234512788L	5Ton	Q, A
DOAS RTU B#3	AC-14	Trane	YHJ090A4S0L0402D00001A	234913184L	7.5Ton	Q, A
RTU B#4	7	Trane	4TCC4060E1000AA	23466608FA	5Ton	Q, A
RTU B#4	8	Trane	4TCC4060E1000AA	23466595FA	5Ton	Q, A
RTU B#4	9	Trane	4TCC4060E1000AA	23466604FA	5Ton	Q, A
RTU B#4	10	Trane	4TCC4060E1000AA	23466610FA	5Ton	Q, A

*TBD=To Be Determined N/A=Not Applicable DD=Direct Drive

Service Frequency: **A**=Annual Comprehensive Service, **M**=Monthly Operational Service, **Q**=Quarterly Operational Service, **I**=Inspection Service, **BA**=Bi-Annual Service, **BM**=Bi-Monthly Operational Service

2390 Bateman Ave. • Irwindale, CA 91010
(626) 446-1854 • www.aoreed.com
MECHANICAL CONTRACTOR
Contractor's License No. # 7731

EQUIPMENT LIST

Equipment	Tag ID	Make	Model No.	Serial No.	Capacity	Service Frequency
RTU B#4	11	Trane	4WCZ5060E1000AA	23385096FA	5Ton	Q, A
Split system CU B#4	6	Mitsubishi	NTXMSM60A182AA	21U0118277RS12	5Ton	Q, A
Split System CU B#4	7	Mitsubishi	TRUZA0361KA70NA	34U053557H1L80	3Ton	Q, A
Split System CU B#4	8	Mitsubishi	TRUZA0361KA70NA	34U055787H1L80	3Ton	Q, A
Split System FC B#4	6A	Mitsubishi	TPKFYP030KM142	32M0017865TKLZ	2.5Ton	Q, A
Split System FC B#4	6B	Mitsubishi	TPKFYP030KM142	32M0032865TKLZ	2.5Ton	Q, A
Split System FC B#4	7	Mitsubishi	TPKA0A361KA70	31M0200565TKM2	3Ton	Q, A
Split System FC B#4	8	Mitsubishi	TPKA0A361KA70A	31M0083165TKM2	3Ton	Q, A
RTU B#5	1	Trane	YHJ120A4S0L0400D00001	235013965L	10Ton	Q, A
RTU B#5	2	Trane	YHJ102A4S0L0400D	235013911L	8.5ton	Q, A
RTU B#5	3	Trane	YHJ150A4S0L03K0D00001	235211010L	12.5ton	Q, A
RTU B#5	4	Trane	YHJ120A4S0L04K0D00001	235013854L	10Ton	Q, A
RTU B#5	5	Trane	YHJ102A4S0L0400D	2020ABCDEFGHI	8.5Ton	Q, A

*TBD=To Be Determined N/A=Not Applicable DD=Direct Drive

Service Frequency: **A**=Annual Comprehensive Service, **M**=Monthly Operational Service, **Q**=Quarterly Operational Service, **I**=Inspection Service, **BA**=Bi-Annual Service, **BM**=Bi-Monthly Operational Service

EQUIPMENT LIST

Equipment	Tag ID	Make	Model No.	Serial No.	Capacity	Service Frequency
RTU B#5	6	Trane	4WCZ6036B4000AB	24022789FA	5Ton	Q, A
Split System B#5 CU Elevator	3	Mitsubishi	NTXSMT12A111A	37C0298831U8D5	1Ton	Q, A
Split System B#5 FC Elevator	3	Mitsubishi	NXTWMT12A111A	31E0251831U81B	1Ton	Q, A
Split System B#5 CU Storage	4	Mitsubishi	NTXSMT09A111A	37C0205431U8D4	3/4ton	Q, A
Split System B#5 FC Storage	4	Mitsubishi	NTXWMT09A111A	31E0188331U81A	3/4Ton	Q, A
Split System B#5 CU Server 1st flr	5	Mitsubishi	NTXSMT12A111A	37C0298731U8D5	1Ton	Q, A
Split System B#5 FC Server 1st flr	5	Mitsubishi	NTXWMT12A111A	2XE0249231U81B	1Ton	Q, A
Split System B#5 CU Money	1	Mitsubishi	TRUZA0241HA70B	37U074977H1K26	2Ton	Q, A
Split System B#5 FC Money	1	Mitsubishi	TPLA0A0241EA70B	25M0019265TMAK	2Ton	Q, A
Split System B#5 CU Gas	2	Mitsubishi	NTXSST09A112AA	27C0218631U8H4	3/4Ton	Q, A
Split System B#5 FC Gas	2	Mitsubishi	NXTWST09A112A	2ZE0152731U10K	3/4Ton	Q, A
Boiler (ahu)	1	Raypak	H7-0500B	V152300614	500,000BTU	Q, A
Exhaust fan B#1	1	Cook	300	2024	300 CFM	Q, A

EQUIPMENT LIST

Equipment	Tag ID	Make	Model No.	Serial No.	Capacity	Service Frequency
Exhaust Fan B#2 Shafts,paint,electrical	1	Cook	KSPD	2024	2800 CFM	Q, A
MUA B#2 Shafts,paint,electrical	3	Cook	120ASP	2024	2800 CFM	Q, A
Exhaust B#2	2	Cook	400	2024	400 CFM	Q, A
Exhaust fan B#6 Bus wash	Qty,2	Cook	Existing	Existing	200 CFM	Q, A
Exhaust fan B#5	1	Cook	Existing	Existing	400 CFM	Q, A
Exhaust fan B#4	1	Cook	Existing	Existing	400 CFM	Q, A
Exhaust fan B#3 small truck lift	Qty,2	Cook	Existing	Existing	400 CFM	Q, A
Exhaust fan B#3 DOAS	Qty,2	Cook	Existing	Existing	400 CFM	Q, A
Exhaust fan B#3 lower roof.	Qty,2	Cook	Existing	Existing	400 CFM	Q, A
Exhaust fan paint booth B#2	Qty,5	Cook	Existing	Existing	3000 CFM	Q, A
Exhaust fans mech. Bay B#2	Qty,6	Cook	Existing	Existing	300	Q, A
Exhaust fans mech. Bay B#3	Qty,3	Cook	Existing	Existing	300	Q, A
Ice Machine B#1	1	Manitowoc	Existing	Existing	100lbs	Q, A

*TBD=To Be Determined N/A=Not Applicable DD=Direct Drive

Service Frequency: **A**=Annual Comprehensive Service, **M**=Monthly Operational Service, **Q**=Quarterly Operational Service, **I**=Inspection Service, **BA**=Bi-Annual Service, **BM**=Bi-Monthly Operational Service

SERVICE FREQUENCIES

2390 Bateman Ave. • Irwindale, CA 91010
(626) 446-1854 • www.aoreed.com
MECHANICAL CONTRACTOR
Contractor's License No. # 7731

EQUIPMENT LIST

Equipment	Tag ID	Make	Model No.	Serial No.	Capacity	Service Frequency
Controls B# 5 flr.#1	1	Distech	Digital	2024	16 Zones	Q,A
Controls B#5 flr.#2	1	Distech	Digital	2024	12 Zones	Q,A
Controls B#6 Money, cash rm.	1	Distech	Digital	2024	2 Zones	Q,A
Controls B#4 1st flr server	1	Distech	Digital	2024	3 Zones	Q,A
Controls B#3	1	Distech	Digital	2024	3	Q,A
Controls B#2 Safety RM.	1	Distech	Digital	2024	2	Q,A
Controls B#1 Mult Zone	1	Distech	Digital	2024	8	Q,A
Boiler B#1	1	Distech	Digital	2024	1	Q,A
Ice Machine B#5	1	Manitowoc	Existing	Existing	100lbs	Q,A
Heaters Mech. Bays	1-9	Space Ray	LTS-40	2024	40,000 BTU	Q,A
Exhaust fan Maintenance B#2	Qty,3	Cook	Existing	Existing	Existing	Q,A
Exhaust fan B#1 bathrooms	Qty,3	Cook	200	2024	200 CFM	Q,A

*TBD=To Be Determined N/A=Not Applicable DD=Direct Drive

Service Frequency: **A**=Annual Comprehensive Service, **M**=Monthly Operational Service, **Q**=Quarterly Operational Service, **I**=Inspection Service, **BA**=Bi-Annual Service, **BM**=Bi-Monthly Operational Service

QUARTERLY OPERATIONAL (4x per year)

- Test and Inspect: Package Units/RTU, Split Systems, Boilers, Heaters, Ice machines, and Exhaust Fans
- Merv-13 Filter Replacement: Package Units/RTU and Spit System

ANNUAL COMPREHENSIVE (1x per year)

- Belt Replacements: Package Units/RTU, Split Systems, and Exhaust Fans
- Coil Cleaning: Package Unit/RTU and Split System
- Air Filter Replacement:
- Burner Cleaning: Boilers
- Flame Rod Sensor & Ignitor Replacement: Boiler

EXCLUSIONS

- Anything not mentioned in this proposal.

REPAIRS

- Any repairs or recommendations found during the preventative maintenance will be quoted separately.

DELIVERABLES

At the completion of each service inspection, a service report will be provided, noting the work done, materials used, and any recommendations for repairs or additional services.

EQUIPMENT TASKING

PACKAGE UNIT/ RTU

Quarterly Operational

1. Replace all the filters.
2. Visually check all piping and coils for visible refrigerant leaks or water leaks.
3. Visually check the coils for damage.
4. Visually check all electrical outlets for burnouts or possible rub-outs.
5. Inspect electrical for burn marks on control boards or the cabinet.
6. Check contactors for pitting on contacts.
7. Tighten all electrical connections.
8. Clean out the electrical area.
9. Check the condensate pan for debris and deficiencies.
10. Blow out the drain line and prime the "P" trap.
11. Visually check the blower section for dirt and debris.
12. Check for any unusual vibrations or noises.

13. Check the belts for proper tension and adjust, if needed.
14. Check the economizer for proper operations.
15. Place the unit back into service and confirm proper operation.
16. Clean up and dispose of dirty filters.

Annual Comprehensive

1. Replace all the filters.
2. Visually check all piping and coils for visible refrigerant leaks or water leaks.
3. Visually check the coils for damage.
4. Wash condenser coils with fresh water. Clean out the compressor section.
5. Visually check all electrical for burnouts or possible rub-outs.
6. Inspect electrical for burn marks on control boards or in the cabinet.
7. Check contactors for pitting on contacts.
8. Tighten all electrical connections.
9. Clean out the electrical area.
10. Check the condensate pan for debris and deficiencies.
11. Blow out the drain line and prime the "P" trap.
12. Visually check the blower section for dirt and debris.
13. Check for any unusual vibrations or noises.
14. Replace the belt and set alignment and proper tension.
15. Check the economizer for proper operations lubricate linkages.
16. Check the temperature splits across the coils, evaporator, and condenser.
17. Place the unit back into service and confirm proper operation.
18. Clean up and dispose of dirty filters.

SPLIT SYSTEM

Quarterly Operational

1. Replace all the filters.
2. Visually check all piping and coils for visible refrigerant leaks or water leaks.
3. Visually check the coils for damage.
4. Visually check all electrical for burnouts or possible rub-outs.
5. Inspect electrical for burn marks on control boards or the cabinet.
6. Check contactors for pitting on contacts.
7. Tighten all electrical connections.
8. Clean out the electrical area.
9. Check the condensate pan for debris and deficiencies.
10. Blow out the drain line and prime the "P" trap.
11. Inspect the secondary drain pan and condensate pump, if applicable.
12. Visually check the blower section for dirt and debris.
13. Check for any unusual vibrations or noises.

14. Check the belts for proper tension and adjust them if needed.
15. Place the unit back into service and confirm proper operation.
16. Clean up and dispose of dirty filters.

Annual Comprehensive

1. Replace all the filters.
2. Visually check all piping and coils for visible refrigerant leaks or water leaks.
3. Visually check the coils for damage.
4. Wash condenser coils with fresh water. Clean out the compressor section.
5. Visually check all electrical for burnouts or possible rub-outs.
6. Inspect electrical for burn marks on control boards or in the cabinet.
7. Check contactors for pitting on contacts.
8. Tighten all electrical connections.
9. Clean out the electrical area.
10. Check the condensate pan for debris and deficiencies.
11. Blow out the drain line and prime the "P" trap.
12. Inspect the secondary drain pan and condensate pump, if applicable.
13. Visually check the blower section for dirt and debris.
14. Check for any unusual vibrations or noises.
15. Replace the belt and set alignment and proper tension.
16. Check the temperature splits across the coils, evaporator, and condenser.
17. Place the unit back into service and confirm proper operation.
18. Clean up and dispose of dirty filters.

ICEMAKERS

Semi-Annual/Annual
1. Clean icemakers per following
a. Remove front panel and wait for cycle completion if making ice and turn off machine
b. Remove/melt all ice in storage bin
c. Add proper amount of nickel safe ice machine cleaner
d. Initial cleaning cycle
e. Purge out cleaner
f. Inspect the evaporator and clean as necessary
g. Clean water trough to remove scale or slime buildup
h. Put unit back in wash cycle and add sanitizing solution
i. Purge out sanitizing solution
j. Return unit to make ice and dispose of first couple harvest cycles
2. Check ice bridge thickness, make adjustment as necessary
3. Check the water level in trough
4. Clean the condenser
5. Check for leaks

BOILERS

Quarterly Operational

1. Inspect the boilers while its running before we shut down. Check for any visible leaks, damage, or corrosion.
2. LOTO boiler.
3. Check the pressures coming in the loop from the makeup water. Ensure the pressure reading is the same as the indicated pressure on the regulator.
4. Check the pressure relief for proper operations.
5. Inspect the air filter and wash.
6. Remove panels and inspect the blower wheels and cabinet.
7. Check the hot surface ignitor and flame rod sensor. Hot surface ignitors should have a reading between 40-90 ohms.
8. Check the operation of the flow switch.
9. Place the unit back into service and confirm proper operation.
10. Check the air gap on the expansion tank.

Annual Comprehensive

1. Inspect the boilers while its running before we shut down. Check for any visible leaks, damage, or corrosion.
2. LOTO boiler.
3. Remove all the panels from the boiler.
4. Inspect the air filter and clean it.

5. Remove gas lines inside the boiler.
6. Remove the burner section, inspect the burners, and clean out the soot that accumulates in the bottom of the burner section.
7. Record any deficiencies found in the burner section.
8. Put the burner section and the gas lines back together.
9. Replace the hot surface ignitor and flame rod sensor.
10. Isolate the boiler water piping and drain the boiler.
11. Remove the low water cut out and clean.
12. Check the flow switch for proper operation.
13. Check the coupling on the circulating pumps for abnormal wear.
14. Put panels back in the unit and start the boiler.
15. Check the make-up water inlet pressure and outlet pressure. Ensure proper operations.
16. Check the reliefs on the boiler.
17. Set an air gap on the expansion tank.
18. Check the gas pressure and adjust to proper gas flow.
19. Check safe ties for proper operations.
20. Place unit back into operation, confirm proper operation.

EXHAUST FANS

Quarterly Operational

1. LOTO exhaust fan.
2. Remove covers and guards to access the belt and motor.
3. Inspect belts for cracks and abnormal wear.
4. Check the belt for proper tension.
5. Check the pulley alignment. Check pulleys for abnormal wear.
6. Check fan and housing for cleanliness.
7. Remove LOTO and start-up EF. Check for any unusual noises or vibrations.

Annual Comprehensive

1. LOTO exhaust fan.
2. Remove covers and guards to access the belt and motor.
3. Replace belt(s) check pulleys for abnormal wear.
4. Adjust alignment and tension on the belt.
5. Check fan and housing for cleanliness. Clean out the electrical area.
6. Grease bearings.
7. Remove LOTO and start-up EF. Check for any unusual noises or vibrations.

AIR COMPRESSOR (Optional)

Quarterly Operational

1. Drain the tank and check the traps.
2. Check belts, sheaves, and filter.
3. Change the suction filter, as required.
4. Analyze motor operating conditions and lubricate.
5. Check the PE switch, starter, and alternator.
6. Record compressor run time.
7. Clean the area around the equipment.

Annual Comprehensive

1. Drain the tank and check the traps.
2. Change the oil and check the oil pressure.
3. Check belt and sheaves; change as specified in *Service Frequency*.
4. Replace air filter.
5. Inspect the unloader and check the valve.
6. Inspect high-pressure safety valve.
7. Analyze motor operating conditions and lubricate.
8. Check the PE switch, starter, and alternator.
9. Record compressor run time.
10. Clean area around the equipment.

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(626) 446-1854 • www.aoreed.com
MECHANICAL CONTRACTOR
Contractor's License No. # 7731

PREVENTATIVE MAINTENANCE SERVICE AGREEMENT

THIS AGREEMENT IS ISSUED TO:
Montebello Transportation Department
400 S. Taylor
Montebello, CA 90640
ATTN: Cesar Lopez

COVERING THE FOLLOWING EQUIPMENT LOCATED AT:
Montebello Transportation Department
400 S. Taylor
Montebello, CA 90640

CONTRACT TERM:

April, 2025 – April, 2026

BASE PRICING

Year(s)	Period	Yearly Total	Billing Frequency	Payment
Year 1	April, 2025 – April, 2026	$35,637.33	Quarterly	$8,909.33

Inspection and Maintenance
We agree to perform inspection and maintenance services, as indicated below, for a period of 1 year(s) as detailed in this agreement.

The inspection and maintenance services to be performed as part of this agreement include:
1. Regular preventive maintenance (see Maintenance guideline).
2. Additional services may be included in the attachments to this agreement.

The services outlined in this agreement will be performed during normal working hours.

THIS QUOTE IS VALID FOR 60 DAYS FROM THE DATE OF SUBMITTAL

A.O. REED & CO. APPROVAL

Kris Fowler

Service Project Manager

DATE 4/8/25

Signature

CUSTOMER ACCEPTANCE

Montebello Transportation Department

Name: _____

Title: _____

DATE _____

Signature

GENERAL PROVISIONS

CLARIFICATIONS:

Repair Service
Repair service requested by the customer and not covered under the contract will be provided at our current hourly rate. Repair workmanship is guaranteed for 60 days from the date of repair.

Warranty Service
Warranty work will be provided during normal working hours.

Payment Schedule
Payments are due as follows:

- Net 30 Terms
- Acceptable forms of payment are either: (a) Check or (b) ACH Transfer

EXCLUSIONS:

There shall be no liability under this agreement for the following:

1. Any default, delay in performance, or extraordinary damage caused by any contingency beyond our control, including war, government restrictions or restraints, strikes, fire, floods, or short or reduced supply of any material or furnished products.
2. Any consequential damage of any nature, including damage arising from failure of a component part of the included equipment or the inspection, maintenance, or repair of said equipment.
3. Any duplicate protection provided under any other existing warranty or contract.
4. System design or performance in maintaining design conditions except through failures of equipment specifically covered herein.
5. Failure to discover conditions necessitating repairs or replacement.
6. Fees associated with registering A.O. Reed as an approved vendor and/or third-party accounting systems requiring fee registrations for payment. A.O. Reed reserves the right to recoup these costs from the customer.

This agreement does not cover electrical service, ductwork and insulation, recording instruments, water supply and drains, air volume adjustment, plumbing or piping, work required by the government and other codes and regulations, or any services performed beyond those specifically enumerated herein.

CONDITIONS:

The only parties to this agreement are the customer and A.O. Reed. While A.O. Reed is committed to providing First-Class Service to our customers, we recognize that contractual agreements may not be mutually satisfactory. Therefore, we offer term cancellation by either the customer or contractor providing 30 days' notice, with or without cause.

This agreement shall be void if the included systems have been subject to misuse, negligence, accident, fire, lightning, windstorm, or vandalism or if the equipment has been tampered with or altered in any way or operated contrary to the manufacturer's specifications. The services under this agreement are not guaranteed against obsolescence or normal wear. Nor shall inspections be construed as an approval or guarantee of the condition of the equipment. The warranties and obligations set forth herein are in lieu of all other warranties and liabilities expressed or implied in law or in fact include the implied warranties of merchantability and fitness for particular use.

SERVICE AVAILABILITY:

A.O. Reed & Co.'s service staff is available to our customers 24 hours a day, 7 days a week. A qualified repair technician and a field supervisor are on call after regular working hours. Our emergency answering service will contact them as soon as your call is received. We offer a response time of two hours in most emergency conditions. Additional technicians will be placed on call as backup in extreme temperature conditions, such as heat spells and freezing. Emergency calls, repairs, or services not included in preventative maintenance are billed additional, as authorized, at A.O. Reed & Co.'s current contract customer labor rates. Service calls are billed at a two-hour minimum.

VALUE ADDED

- With over 110 years of experience, A.O. Reed has the highest retention of technicians in the industry, amounting to over 2 million hours of current field experience and technical support.
- Our service team's tenure averages over nine years; it is not unusual for some to be here for over half their lifetime. Our service technicians are versatile, well-trained craftsmen who meet every customer's unique set of expectations.
- A.O. Reed employees receive no commissions or bonuses of any type. Our philosophy is to give you the lowest cost and highest value while suggesting only what is needed.
- The emergency service response time is 2 hours or less, 24/7.
- A.O. Reed technicians must continually upgrade their mechanical and safety skills by utilizing the most up-to-date training techniques and keeping current on required certifications.
- A.O. Reed's volume and purchasing power guarantee preferred vendor pricing, passed on to our customer base.
- A.O. Reed also has an excellent commercial-industrial plumbing service available 24/7.
- Union-trained technicians are utilized for Preventive Maintenance (PM) inspections to ensure that equipment is properly tested and diagnosed.
- Technicians are encouraged to be customers' main point of contact and take ownership of their accounts, with direct communication to facility personnel.
- A.O. Reed maintains several specialized project teams to estimate and execute medium-sized jobs quickly and efficiently.
- All A.O. Reed Service Technicians have a tablet, a valuable tool for quicker and more efficient dispatching and service tasking capabilities.
- Additional A.O. Reed services include:
    - ◊ Energy Audits & Efficiency Projects
    - ◊ Commercial and Industrial Plumbing
    - ◊ Engineering Services
    - ◊ Air Balancing, Cleanroom Certification, Calibration
    - ◊ Sheet Metal Fabrication
    - ◊ Process Skid Manufacturing
    - ◊ LEED Certification Assistance
    - ◊ Building Automation & Industrial Controls

EXHIBIT "B"

Terms for Compliance with California Labor Law Requirements

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, CONTRACTOR acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works", CONTRACTOR shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 of this Exhibit, above.

3. CONTRACTOR shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement. CONTRACTOR shall not perform work with any sub-CONTRACTOR that is not registered with DIR pursuant to Section 1725.5. CONTRACTOR and sub-contractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the CONTRACTOR or any sub-CONTRACTOR ceases to be registered with DIR at any time during the duration of the project, CONTRACTOR shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, CONTRACTOR's Services are subject to compliance monitoring and enforcement by DIR. CONTRACTOR shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. CONTRACTOR acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and CONTRACTOR shall post such rates at each job site covered by this Agreement.

6. CONTRACTOR shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The CONTRACTOR shall, as a penalty to City, forfeit $200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by CONTRACTOR or by any sub-CONTRACTOR.

7. CONTRACTOR shall comply with and be bound by the provisions of Labor Code Section 1776, which requires CONTRACTOR and each sub-CONTRACTOR to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. CONTRACTOR shall comply with and be bound by the provisions of Labor Code seq. concerning the employment of apprentices on public works projects. CONTRACTOR shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, CONTRACTOR shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, CONTRACTOR, and each of its sub-contractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The CONTRACTOR shall not perform Work with any Sub-CONTRACTOR that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of CONTRACTORs from public works. The CONTRACTOR and Sub-contractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of CONTRACTORs from public works. If the CONTRACTOR or any sub-CONTRACTOR becomes debarred or suspended during the duration of the project, the CONTRACTOR shall immediately notify City.

10. CONTRACTOR acknowledges that eight hours labor constitutes a legal day's work. CONTRACTOR shall comply with and be bound by Labor Code Section 1810. CONTRACTOR shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The CONTRACTOR shall, as a penalty to City, forfeit $25.00 for each worker employed in the performance of this Agreement by the CONTRACTOR or by any sub-CONTRACTOR for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of CONTRACTOR in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR hereby certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

12. For every sub-CONTRACTOR who will perform work on the project, CONTRACTOR shall be responsible for such sub-contractors compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and CONTRACTOR shall include in the written contract between it and each sub-CONTRACTOR a copy of those statutory provisions and a requirement that each sub-CONTRACTOR shall comply with those statutory provisions. CONTRACTOR shall be required to take all actions necessary to enforce such contractual provisions and ensure sub-contractors compliance, including without limitation, conducting a periodic review of the certified payroll records of the sub-CONTRACTOR and upon becoming aware of the failure of

the sub-CONTRACTOR to pay his or her workers the specified prevailing rate of wages. CONTRACTOR shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend (at CONTRACTOR's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent CONTRACTORs serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including CONTRACTOR, its sub-contractor's, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of CONTRACTOR under this Section shall survive the termination of the Agreement.

EXHIBIT “C”

Live Scan Fingerprinting Requirements

Prior to commencing services, the CONTRACTOR may be required to successfully pass a Department of Justice fingerprinting background check (“Live Scan”) performed by a certified fingerprinting service provider or at the City of Montebello Police Department. The CONTRACTOR shall be responsible for obtaining the Live Scan for its staff and shall bear the cost thereof. The agency completing the fingerprints must provide the City of Montebello Human Resources with the background check results and subsequent records for review. The CONTRACTOR must obtain a “Temporary CONTRACTOR’s Badge” issued by the City of Montebello Human Resources prior to performing work.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH RISK & INSURANCE SERVICES FOUR EMBARCADERO CENTER, SUITE 1100 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94111 CN 10246455-.-GAUWP-24-25	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED A.O. Reed & Co., LLC 4777 Ruffner St. San Diego, CA 92111	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Zurich American Insurance Company — 16535 **INSURER B :** Endurance American Specialty Insurance Company — 41718 **INSURER C :** American Guarantee and Liability Insurance Company — 26247 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** SEA-004045599-00 **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	GLO 4340749 – 03	06/20/2024	06/20/2025	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** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BAP 4340750 – 03	06/20/2024	06/20/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	X	X	AUC 4340745-03	06/20/2024	06/20/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC 4340748 – 03	06/20/2024	06/20/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Contractors Professional and Pollution / Mold Liability			PNV10014981904	06/20/2024	06/20/2025	Limit: SIR:	10,000,000 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

AOR Customer 82974 - All operations

CERTIFICATE HOLDER

City of Montebello
1600 W Beverly Blvd
Montebello, CA 90640

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

Marsh Risk & Insurance Services

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ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH RISK & INSURANCE SERVICES	**NAMED INSURED** A.O. Reed & Co., LLC 4777 Ruffner St. San Diego,CA 92111
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Certificate Holder is included as additional insured where required by written contract with respect to General Liability and Auto Liability. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions. Umbrella is follow form of primary subject to policy terms, conditions and exclusions.

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Arg No. 4321- A.O. REED CO

Final Audit Report 2025-05-06

Created:	2025-05-05
By:	Mark Jimenez (MJimenez@montebelloca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7VsItiAOKwy4ot_-_-l3dv_5NaSBojWC

"Arg No. 4321- A.O. REED CO" History

Document created by Mark Jimenez (MJimenez@montebelloca.gov)
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Signer anthony.musso@aoreed.com entered name at signing as Anthony Musso
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Document e-signed by Anthony Musso (anthony.musso@aoreed.com)
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Email viewed by cjimenez@montebelloca.gov
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Signer cjimenez@montebelloca.gov entered name at signing as Christopher Jimenez
2025-05-06 - 8:29:50 PM GMT

Document e-signed by Christopher Jimenez (cjimenez@montebelloca.gov)
Signature Date: 2025-05-06 - 8:29:52 PM GMT - Time Source: server

Agreement completed.
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Adobe Acrobat Sign

2390 Bateman Ave.
Irwindale, CA 91010

PREVENTATIVE MAINTENANCE

April 8, 2026-2029 3 Year agreement

Prepared for:

Montebello Transportation Depot

400 S. Taylor

Montebello, CA 90640

Preventative Maintenance Proposal

2390 Bateman Ave.· Irwindale, CA 91010
Phone (626) 446-1854
http://aoreed.com/
MECHANICAL CONTRACTOR
Contractor's License No. 7731 Dir #1000000157

A.O. Reed & Co. SINCE 1914
A LEGENCE Company

Montebello Transportation Depot.
400 S. Taylor
Montebello, Ca 90640
Cesar Lopez
Facility Manager
Celopez@montebelloca.gov
(323)558-1625 ext.1303

February 12, 2026

A.O. Reed & Co. is pleased to provide the Montebello Transportation Depot with this **Preventative Maintenance Service Program** proposal 3-year agreement for the HVAC equipment.

Through this solution-based maintenance program, A.O. Reed aims to help the Montebello Transportation Depot to reduce unplanned downtime for their staff and members by increasing equipment lifetime and reliability. A controlled comprehensive preventative maintenance program is a proactive approach to avoid costly service calls that can put the equipment at risk. The enclosed program covers quarterly operational visits to test & inspect all the HVAC equipment including the controls system. and one annual comprehensive visit to perform annual services. Please refer to our *equipment tasking* and *service frequencies* for a detailed scope of work.

Thank you for considering A.O. Reed for your HVAC supplier. Please call me if you have any questions or need further information. If this proposal is acceptable, please email a signed copy to my attention at Kris.Fowler@aoreed.com

Sincerely,

A.O. Reed & Co.
Kris Fowler

Kris Fowler
Service Project Manager
626-433-5506
Kris.Fowler@aoreed.com

ABOUT US

A.O. Reed is one of the most reputable mechanical contracting companies built on excellence, integrity, customer satisfaction, and top-quality expertise. Since 1914, A.O. Reed has taken pride in building and servicing memorable projects throughout Southern California. We have gained the trust of top customers and clients by providing cost-effective budgets and exceptional service while maintaining aggressive schedules.

A.O. Reed is very proud to have won the Top Workplaces USA award issued by Energage. The Top Workplaces program has been around for sixteen years and has surveyed over 20 million employees. Over 72,000 companies were invited to participate in this year's survey. Energage analyzes employee feedback from A.O. Reed's company-wide survey and compares the results with other industries throughout the nation. Based on our positive employee feedback, we won the national award!

A.O. Reed & Co. was founded in 1914, and incorporated on September 19, 1929. Since then, the company has been a leading mechanical contractor specializing in HVAC, plumbing, and service. A.O. Reed's headquarters includes offices, fabrication shops, and storage structures.

SERVICE CAPABILITIES

A.O. Reed has established a service team in San Diego for decades. We have recently expanded to a Los Angeles office. Together, we have a strong and diversified team that can take on HVAC and plumbing service needs throughout Southern California. We have over 130 service vans that are ready for your service!

We provide that "small business" feel for a large mechanical contracting company. A.O. Reed groups a small, diverse crew of service technicians to achieve this goal in specific work zones. This lets our technicians know the equipment, the property, and the customer. When we arrive, we can move efficiently and respond quickly to our customers' needs.

A.O. Reed's service team provides a personalized experience for our customers. We assign a dedicated project manager to each customer. The project manager will work closely with the customer to understand their asset, property, and ownership goals. We guarantee that each need or request is customized to the customer's expectations.

A.O. Reed integrates a web-based service management platform with a 24-hour hotline for customers' emergency HVAC or plumbing needs. When our service professionals answer the service and emergency calls, they will have full access to all assets under our preventive maintenance programs. Call (877) 247-8437 (Los Angeles area) for emergency service requests.

The HVAC and plumbing systems are the heart and lungs of any facility, so the most critical decision to protect those systems is choosing the most experienced and trusted mechanical contractors. We can leverage specific requirements and project goals by collaborating at the onset. From there, A.O. Reed can design the most responsive, optimized maintenance program at minimum cost. Our professional service technicians provide the most positive results, whether plumbing, backflow, HVAC, or digital controls.

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MECHANICAL CONTRACTOR
Contractor's License No. # 7731

EQUIPMENT LIST

Equipment	Tag ID	Make	Model No.	Serial No.	Capacity	Service Frequency
Split Built up system Cond. B#1	10	Trane	RAUJC20	C23J05413	20 Ton	Q, A
Split System, AHU Unit B#1	1	Trane	MCCA017MSE0AB00AOA	K96F52186	20Tons	Q, A
VFD AHU-1 B#1	1	ABB	ACH580-VCR-014A-J429	2240950729	10HP	Q, A
Split System Condenser B#2	CU #9	Mitsubishi	NTXMSM48A182AA	21U0130377RP14	4Ton	Q, A
Split System wall coil B#2	#9A	Mitsubishi	TPKFYP024KM142A	32M0058965TKLY	2Ton	Q, A
Split System wall coil B#2	#9B	Mitsubishi	TPKFYP024KM142A	32M0058165TKLY	2Ton	Q, A
RTU B#3	AC-12	Trane	YHC047E4RXA2FK0D10006	234512822L	4Ton	Q, A
RTU B#3	AC-13	Trane	YHC047E4RXA2FK0D10006	234512788L	5Ton	Q, A
DOAS RTU B#3	AC-14	Trane	YHJ090A4S0L0402D00001A	234913184L	7.5Ton	Q, A
RTU B#4	7	Trane	4TCC4060E1000AA	23466608FA	5Ton	Q, A
RTU B#4	8	Trane	4TCC4060E1000AA	23466595FA	5Ton	Q, A
RTU B#4	9	Trane	4TCC4060E1000AA	23466604FA	5Ton	Q, A
RTU B#4	10	Trane	4TCC4060E1000AA	23466610FA	5Ton	Q, A

*TBD=To Be Determined N/A=Not Applicable DD=Direct Drive

Service Frequency: **A**=Annual Comprehensive Service, **M**=Monthly Operational Service, **Q**=Quarterly Operational Service, **I**=Inspection Service, **BA**=Bi-Annual Service, **BM**=Bi-Monthly Operational Service

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Contractor's License No. # 7731

EQUIPMENT LIST

Equipment	Tag ID	Make	Model No.	Serial No.	Capacity	Service Frequency
RTU B#4	11	Trane	4WCZ5060E1000AA	23385096FA	5Ton	Q, A
Split system CU B#4	6	Mitsubishi	NTXMSM60A182AA	21U0118277RS12	5Ton	Q, A
Split System CU B#4	7	Mitsubishi	TRUZA0361KA70NA	34U053557H1L80	3Ton	Q, A
Split System CU B#4	8	Mitsubishi	TRUZA0361KA70NA	34U055787H1L80	3Ton	Q, A
Split System FC B#4	6A	Mitsubishi	TPKFYP030KM142	32M0017865TKLZ	2.5Ton	Q, A
Split System FC B#4	6B	Mitsubishi	TPKFYP030KM142	32M0032865TKLZ	2.5Ton	Q, A
Split System FC B#4	7	Mitsubishi	TPKA0A361KA70	31M0200565TKM2	3Ton	Q, A
Split System FC B#4	8	Mitsubishi	TPKA0A361KA70A	31M0083165TKM2	3Ton	Q, A
RTU B#5	1	Trane	YHJ120A4S0L0400D00001	235013965L	10Ton	Q, A
RTU B#5	2	Trane	YHJ102A4S0L0400D	235013911L	8.5ton	Q, A
RTU B#5	3	Trane	YHJ150A4S0L03K0D00001	235211010L	12.5ton	Q, A
RTU B#5	4	Trane	YHJ120A4S0L04K0D00001	235013854L	10Ton	Q, A
RTU B#5	5	Trane	YHJ102A4S0L0400D	2020ABCDEFGHI	8.5Ton	Q, A

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EQUIPMENT LIST

Equipment	Tag ID	Make	Model No.	Serial No.	Capacity	Service Frequency
RTU B#5	6	Trane	4WCZ6036B4000AB	24022789FA	5Ton	Q, A
Split System B#5 CU Elevator	3	Mitsubishi	NTXSMT12A111A	37C0298831U8D5	1Ton	Q, A
Split System B#5 FC Elevator	3	Mitsubishi	NXTWMT12A111A	31E0251831U81B	1Ton	Q, A
Split System B#5 CU Storage	4	Mitsubishi	NTXSMT09A111A	37C0205431U8D4	3/4ton	Q, A
Split System B#5 FC Storage	4	Mitsubishi	NTXWMT09A111A	31E0188331U81A	3/4Ton	Q, A
Split System B#5 CU Server 1st flr	5	Mitsubishi	NTXSMT12A111A	37C0298731U8D5	1Ton	Q, A
Split System B#5 FC Server 1st flr	5	Mitsubishi	NTXWMT12A111A	2XE0249231U81B	1Ton	Q, A
Split System B#5 CU Money	1	Mitsubishi	TRUZA0241HA70B	37U074977H1K26	2Ton	Q, A
Split System B#5 FC Money	1	Mitsubishi	TPLA0A0241EA70B	25M0019265TMAK	2Ton	Q, A
Split System B#5 CU Gas	2	Mitsubishi	NTXSST09A112AA	27C0218631U8H4	3/4Ton	Q, A
Split System B#5 FC Gas	2	Mitsubishi	NXTWST09A112A	2ZE0152731U10K	3/4Ton	Q, A
Boiler (ahu)	1	Raypak	H7-0500B	V152300614	500,000BTU	Q, A
Exhaust fan B#1	1	Cook	300	2024	300 CFM	Q, A

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EQUIPMENT LIST

Equipment	Tag ID	Make	Model No.	Serial No.	Capacity	Service Frequency
Exhaust Fan B#2 Shafts,paint,electrical	1	Cook	KSPD	2024	2800 CFM	Q, A
MUA B#2 Shafts,paint,electrical	3	Cook	120ASP	2024	2800 CFM	Q, A
Exhaust B#2	2	Cook	400	2024	400 CFM	Q, A
Exhaust fan B#6 Bus wash	Qty,2	Cook	Existing	Existing	200 CFM	Q, A
Exhaust fan B#5	1	Cook	Existing	Existing	400 CFM	Q, A
Exhaust fan B#4	1	Cook	Existing	Existing	400 CFM	Q, A
Exhaust fan B#3 small truck lift	Qty,2	Cook	Existing	Existing	400 CFM	Q, A
Exhaust fan B#3 DOAS	Qty,2	Cook	Existing	Existing	400 CFM	Q, A
Exhaust fan B#3 lower roof.	Qty,2	Cook	Existing	Existing	400 CFM	Q, A
Exhaust fan paint booth B#2	Qty,5	Cook	Existing	Existing	3000 CFM	Q, A
Exhaust fans mech. Bay B#2	Qty,6	Cook	Existing	Existing	300	Q, A
Exhaust fans mech. Bay B#3	Qty,3	Cook	Existing	Existing	300	Q, A
Ice Machine B#1	1	Manitowoc	Existing	Existing	100lbs	Q, A

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SERVICE FREQUENCIES

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EQUIPMENT LIST

Equipment	Tag ID	Make	Model No.	Serial No.	Capacity	Service Frequency
Controls B# 5 flr.#1	1	Distech	Digital	2024	16 Zones	Q,A
Controls B#5 flr.#2	1	Distech	Digital	2024	12 Zones	Q,A
Controls B#6 Money, cash rm.	1	Distech	Digital	2024	2 Zones	Q,A
Controls B#4 1st flr server	1	Distech	Digital	2024	3 Zones	Q,A
Controls B#3	1	Distech	Digital	2024	3	Q,A
Controls B#2 Safety RM.	1	Distech	Digital	2024	2	Q,A
Controls B#1 Mult Zone	1	Distech	Digital	2024	8	Q,A
Boiler B#1	1	Distech	Digital	2024	1	Q,A
Ice Machine B#5	1	Manitowoc	Existing	Existing	100lbs	Q,A
Heaters Mech. Bays	1-9	Space Ray	LTS-40	2024	40,000 BTU	Q,A
Exhaust fan Maintenance B#2	Qty,3	Cook	Existing	Existing	Existing	Q,A
Exhaust fan B#1 bathrooms	Qty,3	Cook	200	2024	200 CFM	Q,A

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Service Frequency: **A**=Annual Comprehensive Service, **M**=Monthly Operational Service, **Q**=Quarterly Operational Service, **I**=Inspection Service, **BA**=Bi-Annual Service, **BM**=Bi-Monthly Operational Service

QUARTERLY OPERATIONAL (4x per year)

- Test and Inspect: Package Units/RTU, Split Systems, Boilers, Heaters, Ice machines, and Exhaust Fans
- Merv-13 Filter Replacement: Package Units/RTU and Spit System

ANNUAL COMPREHENSIVE (1x per year)

- Belt Replacements: Package Units/RTU, Split Systems, and Exhaust Fans
- Coil Cleaning: Package Unit/RTU and Split System
- Air Filter Replacement:
- Burner Cleaning: Boilers
- Flame Rod Sensor & Ignitor Replacement: Boiler

EXCLUSIONS

- Anything not mentioned in this proposal.

REPAIRS

- Any repairs or recommendations found during the preventative maintenance will be quoted separately.

DELIVERABLES

At the completion of each service inspection, a service report will be provided, noting the work done, materials used, and any recommendations for repairs or additional services.

EQUIPMENT TASKING

PACKAGE UNIT/ RTU

Quarterly Operational

1. Replace all the filters.
2. Visually check all piping and coils for visible refrigerant leaks or water leaks.
3. Visually check the coils for damage.
4. Visually check all electrical outlets for burnouts or possible rub-outs.
5. Inspect electrical for burn marks on control boards or the cabinet.
6. Check contactors for pitting on contacts.
7. Tighten all electrical connections.
8. Clean out the electrical area.
9. Check the condensate pan for debris and deficiencies.
10. Blow out the drain line and prime the "P" trap.
11. Visually check the blower section for dirt and debris.
12. Check for any unusual vibrations or noises.

13. Check the belts for proper tension and adjust, if needed.
14. Check the economizer for proper operations.
15. Place the unit back into service and confirm proper operation.
16. Clean up and dispose of dirty filters.

Annual Comprehensive

1. Replace all the filters.
2. Visually check all piping and coils for visible refrigerant leaks or water leaks.
3. Visually check the coils for damage.
4. Wash condenser coils with fresh water. Clean out the compressor section.
5. Visually check all electrical for burnouts or possible rub-outs.
6. Inspect electrical for burn marks on control boards or in the cabinet.
7. Check contactors for pitting on contacts.
8. Tighten all electrical connections.
9. Clean out the electrical area.
10. Check the condensate pan for debris and deficiencies.
11. Blow out the drain line and prime the "P" trap.
12. Visually check the blower section for dirt and debris.
13. Check for any unusual vibrations or noises.
14. Replace the belt and set alignment and proper tension.
15. Check the economizer for proper operations lubricate linkages.
16. Check the temperature splits across the coils, evaporator, and condenser.
17. Place the unit back into service and confirm proper operation.
18. Clean up and dispose of dirty filters.

SPLIT SYSTEM

Quarterly Operational

1. Replace all the filters.
2. Visually check all piping and coils for visible refrigerant leaks or water leaks.
3. Visually check the coils for damage.
4. Visually check all electrical for burnouts or possible rub-outs.
5. Inspect electrical for burn marks on control boards or the cabinet.
6. Check contactors for pitting on contacts.
7. Tighten all electrical connections.
8. Clean out the electrical area.
9. Check the condensate pan for debris and deficiencies.
10. Blow out the drain line and prime the "P" trap.
11. Inspect the secondary drain pan and condensate pump, if applicable.
12. Visually check the blower section for dirt and debris.
13. Check for any unusual vibrations or noises.
14. Check the belts for proper tension and adjust them if needed.
15. Place the unit back into service and confirm proper operation.

16. Clean up and dispose of dirty filters.

Annual Comprehensive

1. Replace all the filters.
2. Visually check all piping and coils for visible refrigerant leaks or water leaks.
3. Visually check the coils for damage.
4. Wash condenser coils with fresh water. Clean out the compressor section.
5. Visually check all electrical for burnouts or possible rub-outs.
6. Inspect electrical for burn marks on control boards or in the cabinet.
7. Check contactors for pitting on contacts.
8. Tighten all electrical connections.
9. Clean out the electrical area.
10. Check the condensate pan for debris and deficiencies.
11. Blow out the drain line and prime the "P" trap.
12. Inspect the secondary drain pan and condensate pump, if applicable.
13. Visually check the blower section for dirt and debris.
14. Check for any unusual vibrations or noises.
15. Replace the belt and set alignment and proper tension.
16. Check the temperature splits across the coils, evaporator, and condenser.
17. Place the unit back into service and confirm proper operation.
18. Clean up and dispose of dirty filters.

ICEMAKERS

Semi-Annual/Annual
1. Clean icemakers per following
a. Remove front panel and wait for cycle completion if making ice and turn off machine
b. Remove/melt all ice in storage bin
c. Add proper amount of nickel safe ice machine cleaner
d. Initial cleaning cycle
e. Purge out cleaner
f. Inspect the evaporator and clean as necessary
g. Clean water trough to remove scale or slime buildup
h. Put unit back in wash cycle and add sanitizing solution
i. Purge out sanitizing solution
j. Return unit to make ice and dispose of first couple harvest cycles
2. Check ice bridge thickness, make adjustment as necessary
3. Check the water level in trough
4. Clean the condenser
5. Check for leaks

BOILERS

Quarterly Operational

1. Inspect the boilers while they're running before we shut down. Check for any visible leaks, damage, or corrosion.
2. LOTO boiler.
3. Check the pressures coming in the loop from the makeup water. Ensure the pressure reading is the same as the indicated pressure on the regulator.
4. Check the pressure relief for proper operations.
5. Inspect the air filter and wash.
6. Remove panels and inspect the blower wheels and cabinet.
7. Check the hot surface ignitor and flame rod sensor. Hot surface ignitors should have a reading between 40-90 ohms.
8. Check the operation of the flow switch.
9. Place the unit back into service and confirm proper operation.
10. Check the air gap on the expansion tank.

Annual Comprehensive

1. Inspect the boilers while its running before we shut down. Check for any visible leaks, damage, or corrosion.
2. LOTO boiler.
3. Remove all the panels from the boiler.
4. Inspect the air filter and clean it.

5. Remove gas lines inside the boiler.
6. Remove the burner section, inspect the burners, and clean out the soot that accumulates in the bottom of the burner section.
7. Record any deficiencies found in the burner section.
8. Put the burner section and the gas lines back together.
9. Replace the hot surface ignitor and flame rod sensor.
10. Isolate the boiler water piping and drain the boiler.
11. Remove the low water cut out and clean.
12. Check the flow switch for proper operation.
13. Check the coupling on the circulating pumps for abnormal wear.
14. Put panels back in the unit and start the boiler.
15. Check the make-up water inlet pressure and outlet pressure. Ensure proper operations.
16. Check the reliefs on the boiler.
17. Set an air gap on the expansion tank.
18. Check the gas pressure and adjust to proper gas flow.
19. Check safe ties for proper operations.
20. Place unit back into operation, confirm proper operation.

EXHAUST FANS

Quarterly Operational

1. LOTO exhaust fan.
2. Remove covers and guards to access the belt and motor.
3. Inspect belts for cracks and abnormal wear.
4. Check the belt for proper tension.
5. Check the pulley alignment. Check pulleys for abnormal wear.
6. Check fan and housing for cleanliness.
7. Remove LOTO and start-up EF. Check for any unusual noises or vibrations.

Annual Comprehensive

1. LOTO exhaust fan.
2. Remove covers and guards to access the belt and motor.
3. Replace belt(s) check pulleys for abnormal wear.
4. Adjust alignment and tension on the belt.
5. Check fan and housing for cleanliness. Clean out the electrical area.
6. Grease bearings.
7. Remove LOTO and start-up EF. Check for any unusual noises or vibrations.

AIR COMPRESSOR (Optional)

Quarterly Operational

1. Drain the tank and check the traps.
2. Check belts, sheaves, and filter.
3. Change the suction filter, as required.
4. Analyze motor operating conditions and lubricate.
5. Check the PE switch, starter, and alternator.
6. Record compressor run time.
7. Clean the area around the equipment.

Annual Comprehensive

1. Drain the tank and check the traps.
2. Change the oil and check the oil pressure.
3. Check belt and sheaves; change as specified in *Service Frequency*.
4. Replace air filter.
5. Inspect the unloader and check the valve.
6. Inspect high-pressure safety valve.
7. Analyze motor operating conditions and lubricate.
8. Check the PE switch, starter, and alternator.
9. Record compressor run time.
10. Clean area around the equipment.

2390 Bateman Ave. • Irwindale, CA 91010
(626) 446-1854 • www.aoreed.com
MECHANICAL CONTRACTOR
Contractor's License No. # 7731

PREVENTATIVE MAINTENANCE SERVICE AGREEMENT

THIS AGREEMENT IS ISSUED TO:
Montebello Transportation Department
400 S. Taylor
Montebello, CA 90640
ATTN: Cesar Lopez

COVERING THE FOLLOWING EQUIPMENT LOCATED AT:
Montebello Transportation Department
400 S. Taylor
Montebello, CA 90640
CONTRACT TERM: 3 YEARS; April 2026-2027 April 2027-2028 April 2028-2029

BASE PRICING

Year(s)	Period	Yearly Total	Billing Frequency	Payment
Year 1	April 2026 - April, 2027	$36,706.44	Quarterly	$9,176.61
Year 2	April 2027- April, 2028	$37,807.63	Quarterly	$9,451.90
Year 3	April 2028- April, 2029	$38,940.85	Quarterly	$9,735.21

Inspection and Maintenance
We agree to perform inspection and maintenance services, as indicated below, for a period of 1 year(s) as detailed in this agreement.

The inspection and maintenance services to be performed as part of this agreement include:
1. Regular preventive maintenance (see Maintenance guideline).
2. Additional services may be included in the attachments to this agreement.

The services outlined in this agreement will be performed during normal working hours.

THIS QUOTE IS VALID FOR 60 DAYS FROM THE DATE OF SUBMITTAL

A.O. REED & CO. APPROVAL

Kris Fowler

Service Project Manager

DATE 2/12/26

Signature

CUSTOMER ACCEPTANCE

Montebello Transportation Department

Name: _____

Title: _____

DATE _____

Signature

2390 Bateman Ave. • Irwindale, CA 91010
(626) 446-1854 • www.aoreed.com
MECHANICAL CONTRACTOR
Contractor's License No. # 7731

GENERAL PROVISIONS

CLARIFICATIONS:

Repair Service
Repair service requested by the customer and not covered under the contract will be provided at our current hourly rate. Repair workmanship is guaranteed for 60 days from the date of repair.

Warranty Service
Warranty work will be provided during normal working hours.

Payment Schedule
Payments are due as follows:

- Net 30 Terms
- Acceptable forms of payment are either: (a) Check or (b) ACH Transfer

EXCLUSIONS:

There shall be no liability under this agreement for the following:

1. Any default, delay in performance, or extraordinary damage caused by any contingency beyond our control, including war, government restrictions or restraints, strikes, fire, floods, or short or reduced supply of any material or furnished products.
2. Any consequential damage of any nature, including damage arising from failure of a component part of the included equipment or the inspection, maintenance, or repair of said equipment.
3. Any duplicate protection provided under any other existing warranty or contract.
4. System design or performance in maintaining design conditions except through failures of equipment specifically covered herein.
5. Failure to discover conditions necessitating repairs or replacement.
6. Fees associated with registering A.O. Reed as an approved vendor and/or third-party accounting systems requiring fee registrations for payment. A.O. Reed reserves the right to recoup these costs from the customer.

This agreement does not cover electrical service, ductwork and insulation, recording instruments, water supply and drains, air volume adjustment, plumbing or piping, work required by the government and other codes and regulations, or any services performed beyond those specifically enumerated herein.

CONDITIONS:

The only parties to this agreement are the customer and A.O. Reed. While A.O. Reed is committed to providing First-Class Service to our customers, we recognize that contractual agreements may not be mutually satisfactory. Therefore, we offer term cancellation by either the customer or contractor providing 30 days' notice, with or without cause.

This agreement shall be void if the included systems have been subject to misuse, negligence, accident, fire, lightning, windstorm, or vandalism or if the equipment has been tampered with or altered in any way or operated contrary to the manufacturer's specifications. The services under this agreement are not guaranteed against obsolescence or normal wear. Nor shall inspections be construed as an approval or guarantee of the condition of the equipment. The warranties and obligations set forth herein are in lieu of all other warranties and liabilities expressed or implied in law or in fact include the implied warranties of merchantability and fitness for particular use.

SERVICE AVAILABILITY:

A.O. Reed & Co.'s service staff is available to our customers 24 hours a day, 7 days a week. A qualified repair technician and a field supervisor are on call after regular working hours. Our emergency answering service will contact them as soon as your call is received. We offer a response time of two hours in most emergency conditions. Additional technicians will be placed on call as backup in extreme temperature conditions, such as heat spells and freezing. Emergency calls, repairs, or services not included in preventative maintenance are billed additional, as authorized, at A.O. Reed & Co.'s current contract customer labor rates. Service calls are billed at a two-hour minimum.

All labor rates are based on current Union Contracts and are subject to change annually. **24/7 Service: (877) 247-8437**

VALUE ADDED

- With over 110 years of experience, A.O. Reed has the highest retention of technicians in the industry, amounting to over 2 million hours of current field experience and technical support.
- Our service team's tenure averages over nine years; it is not unusual for some to be here for over half their lifetime. Our service technicians are versatile, well-trained craftsmen who meet every customer's unique set of expectations.
- A.O. Reed employees receive no commissions or bonuses of any type. Our philosophy is to give you the lowest cost and highest value while suggesting only what is needed.
- The emergency service response time is 2 hours or less, 24/7.
- A.O. Reed technicians must continually upgrade their mechanical and safety skills by utilizing the most up-to-date training techniques and keeping current on required certifications.
- A.O. Reed's volume and purchasing power guarantee preferred vendor pricing, passed on to our customer base.
- A.O. Reed also has an excellent commercial-industrial plumbing service available 24/7.
- Union-trained technicians are utilized for Preventive Maintenance (PM) inspections to ensure that equipment is properly tested and diagnosed.
- Technicians are encouraged to be customers' main point of contact and take ownership of their accounts, with direct communication to facility personnel.
- A.O. Reed maintains several specialized project teams to estimate and execute medium-sized jobs quickly and efficiently.
- All A.O. Reed Service Technicians have a tablet, a valuable tool for quicker and more efficient dispatching and service tasking capabilities.
- Additional A.O. Reed services include:
    - ◊ Energy Audits & Efficiency Projects
    - ◊ Commercial and Industrial Plumbing
    - ◊ Engineering Services
    - ◊ Air Balancing, Cleanroom Certification, Calibration
    - ◊ Sheet Metal Fabrication
    - ◊ Process Skid Manufacturing
    - ◊ LEED Certification Assistance
    - ◊ Building Automation & Industrial Controls

ITEM # 29

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. 4522 WITH ZEROUP ENERGY, INC., FOR PROVISION OF TEMPORARY HYDROGEN REFUELING SOLUTIONS**

DATE: June 24, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Agreement No. 4522 with ZeroUp Energy, Inc., (ZeroUp Energy), for a two-year (2-year) term with the option for renewal of up to one (1) additional one-year (1-year) term, for a total not-to-exceed amount of $1,484,420, to provide a Temporary Hydrogen Refueling Solution; and
2. Authorize the City Manager to execute and finalize Agreement No. 4522 with ZeroUp Energy on behalf of the City of Montebello; and
3. Authorize the City Manager to approve change orders up to an additional ten percent (10%) or $148,442 of the total agreement amount; and
4. Amend the Fiscal Year 2026-27 adopted budget to increase appropriations by $932,420 in Account No. 600-90-915-6070.60 (Transit, Transportation, Corporate Shops, Fuel Hydrogen); and
5. Take such additional, related, action as may be desirable.

FISCAL IMPACT:

The total cost of Agreement No. 4522 is $1,484,420, which includes a 10% contingency. The costs for the temporary hydrogen fueling infrastructure and delivery services will be funded through a Fiscal Year 2023-24 Federal Transit Administration (FTA) grant (Account No. 270-9066-2024-198-6040.95 - Transit Grants, FTA, FY 2023-24, FTA CA 2024-198, Contract Services-Other Professional Services). This funding source, which includes a required 20% non-Federal match provided through FY 2024-25 Transportation Development Credits (TDCs), provides a total allocation of $552,000. The remaining

costs for hydrogen fuel usage and the 10% contingency will be funded through the Transportation Department's Fiscal Year 2026-27 adopted operating budget.

A budget amendment will be required to increase appropriations by $932,420 in Account No. 600-90-915-6070.60 (Transit, Transportation, Corporate Shops, Fuel Hydrogen). This budget amendment includes the estimated cost of purchasing hydrogen fuel and the 10% contingency. The table below details the various amounts and accounts to which they will charged:

Cost Allocation:

Funding Source	**Account Number**	**Amount**
Transit Grants – Mobile Hydrogen Trailer Rental Fees and Delivery Charges	270-9066-2024-198-6040.95	$552,000
Transit Operating Budget – Hydrogen Fuel Usage	600-90-915-6070.60	$783,978
Transit Operating Budget – Contingency (10%)	600-90-915-6070.60	$148,442
Total Estimated Agreement Cost		**$1,484,420**

BACKGROUND/DISCUSSION:

On November 12, 2025, the City awarded Agreement No. 4426 to Air Products and Chemicals Inc. (Air Products) under RFP No. 25-12 (Attachment A), to provide a Temporary Hydrogen Refueling Solution. However, the City and Air Products failed to reach an agreement on legal terms regarding damages and liability. Staff immediately contacted the secondary vendor, BayoTech, Inc. (BayoTech), whom the City evaluated as the second-highest qualified vendor in the RFP process. BayoTech indicated they no longer wished to work with the City to provide a hydrogen refueling solution.

In February 2026, a hydrogen trailer explosion occurred in San Bernardino County, creating a critical hydrogen shortage and causing over sixty percent (60%) of California's hydrogen fueling stations to go offline. To maintain and operate Montebello Bus Lines' (MBL) three (3) hydrogen fuel cell electric buses (FCEBs), staff engaged multiple hydrogen providers, including ZeroUp Energy. The City entered into Agreement No. 4414 with ZeroUp Energy (Attachment B) in accordance with Montebello Municipal Code (MMC), Chapter 3.20.050(H) – Conformance with Bidding Procedures, Professional Services: *Nothing shall be construed to preclude the city from awarding a written contract for professional type services, as defined by case or statutory law, without complying with the provision of this article.* The term "professional services" means services entailing a high degree of specialized technical or mental skill, in a recognized field of expertise, such as hydrogen fueling infrastructure, leak detection standards, and hazardous

material and safety codes.

Staff utilized this section of the municipal code to procure urgent temporary hydrogen fueling services, and engineering and permitting support to rapidly deploy a trailer-based fueling system. Since ZeroUp Energy was identified as a qualified vendor specific to RFP No. 25-12, staff engaged this vendor to provide a longer-term temporary hydrogen refueling solution to sustain MBL's FCEB fleet.

On May 28, 2026, ZeroUp Energy submitted its Best and Final Offer (BAFO) for a Temporary Hydrogen Refueling Solution in accordance with the City's procurement procedures (Attachment C). The new proposal offers specialized services tailored to MBL's FCEB fleet demands, including mobile nozzle-only fueling, fueling with compression-assisted dispensing, and a phased deployment with a future transition strategy. In addition, the proposal allows MBL to maintain operational flexibility and minimizes infrastructure impacts.

The proposal also demonstrates that ZeroUp Energy thoroughly understands MBL's operational needs and goals. Furthermore, ZeroUp Energy highlighted its dedication to meeting all safety and regulatory compliance standards. Specifically, ZeroUp Energy adheres to a variety of requirements including, but not limited to, NFPA 2 and NFPA 55 requirements, SAE fueling and hydrogen purity standards, IFC and IBC temporary equipment placement requirements, and CGA high-pressure gas handling guidance. ZeroUp Energy's multidisciplinary team offers expertise in mobile hydrogen fueling operations and deployment, hydrogen logistics and fuel supply coordination, operator and first-responder training, and hydrogen station development and commissioning.

Although the City did not initially select ZeroUp Energy during the RFP process, the firm possesses the experience and knowledge necessary to fully satisfy MBL's hydrogen-powered fleet needs. Currently, ZeroUp Energy maintains active agreements with public and private agencies throughout California, including Omnitrans, Cummins, Inc, H2B2 Electrolysis Technologies (H2B2), and Stanislaus Regional Transit Authority (StanRTA). This proven track record confirms ZeroUp Energy's ability to provide reliable, high quality hydrogen fueling services. Therefore, staff recommend that the City Council approve Agreement No. 4522 (Attachment D) with ZeroUp Energy for a Temporary Hydrogen Refueling Solution to sustain MBL's operations and ensure optimal transit service.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend that the City Council award Agreement No. 4522 with ZeroUp Energy, for a two-year term with the option for renewal of up to one (1) additional 1-year term, for

a total not-to-exceed amount of $1,484,420, to provide a Temporary Hydrogen Refueling Solution in response to RFP No. 25-12; authorize the City Manager to execute and finalize Agreement No. 4522 on the City's behalf; authorize the City Manager to approve change orders up to an additional 10% or $148,442 of the total agreement amount; amend the FY 2026-27 adopted budget to increase appropriations by $932,420 in Account No. 600-90-915-6070.60 (Transit, Transportation, Corporate Shops, Fuel Hydrogen); and direct staff to take such additional, and related, action as may be desirable.

ATTACHMENT(S)

1. Attachment A – RFP No. 25-12
2. Attachment B – Agreement No. 4414
3. Attachment C – ZeroUp Energy BAFO
4. Attachment D – Draft Agreement No. 4522

City of Montebello

REQUEST FOR PROPOSALS (RFP) RFP 25-12

BUS LINES

TEMPORARY HYDROGEN REFUELING SOLUTION

JULY 31, 2025

ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

NOTE: Updates, changes or addendums to the RFP are posted at:
https://pbsystem.planetbids.com/portal/33072/portal-home

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EXHIBITS

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Exhibit F – Bidder's List of Subcontractor (DBE and Non- DBE)
Exhibit G – Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
Exhibit H – Performance Guarantee Certification
Exhibit I – Performance Bond
Exhibit J – Irrevocable Standby Letter Of Credit Certificate
Exhibit K – Bank Draft

INTRODUCTION

The City of Montebello (City) is soliciting proposals from highly qualified contractors to provide a temporary hydrogen refueling solution (THRS) for Montebello Bus Lines (MBL). This includes provision of equipment, THRS installation services, THRS maintenance, and fuel supply services necessary for the operation of the buses until a permanent station is commissioned. The THRS is expected to be fully commissioned and available to MBL for fueling 3 buses in late 2025. The fleet may grow to up to six buses before a permanent hydrogen fueling station is installed at MBL. After the permanent station is commissioned, the THRS will be decommissioned by the contractor and removed from the property. MBL is expecting a compact, integrated solution that will meet the fueling performance requirements of an FCEB fleet of six buses while minimizing the amount of fixed permanent infrastructure installed at the site. It is essential for the city to have a reliable fuel source as it transitions to zero-emission technology to ensure the city provides dependable and sustainable public services to the residents of Montebello and neighboring communities

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 1.8 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.

As of 2025, MBL operates a fleet of sixty-six buses, inclusive of a contingency reserve fleet of seventeen buses. MBL strives to be at the forefront of efforts to reduce transit fleet emissions and plans for a full transition to zero-emission vehicles by 2040**.**

Delivery of the three FCEBs is scheduled for mid-September 2025. MBL is currently conducting planning efforts for constructing a large-scale hydrogen fueling infrastructure to support 66 FCEBs.

The city seeks to form a partnership with a vendor committed to delivering exceptional results while adhering to safety and environmental standards. The City reserves the right to delete any item from the contract. 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: July 31, 2025

ATTENTION: PROSPECTIVE PROPOSERS

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 25-12

TITLE: CITY OF MONTEBELLO and MONTEBELLO BUS LINES

TEMPORARY HYDROGEN REFUELING SOLUTION SERVICE

The City of Montebello (City) and Montebello Bus Lines (MB), invite proposals from fully qualified and experienced contractors, licensed in the State of California, to provide equipment, THRS installation services, THRS maintenance, and fuel supply services necessary for the operation of the City's up to six hydrogen fuel cell electric buses. The equipment needs to be able to support six buses, but the maintenance and fuel supply services should assume three buses in operation.

The term of the proposed agreement shall be a **three year with the option of two (2) additional one-year terms** commencing upon the date of execution between the City and the successful vendor.

A Pre-Proposal Meeting will be held on **Thursday August 14, 2025**. The meeting will convene at **2:00pm** Pacific Standard Time in the Transportation Building located at 400 South Taylor Avenue, Montebello. A Facility Walk through 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: Mark Jimenez
Title: Transit Administration Manager
Address: 400 S. Taylor Ave.
Montebello, CA 90640
Telephone: (323) 558-1625 ext.1105
E-mail: Mjimenez@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 **2:00pm** Pacific Standard Time (PST), on **September 11, 2025,** and submitted in accordance with the instructions contained in this RFP. No exceptions will be granted regardless of reason or circumstances.

All proposals must contain an original signature by an authorized officer of the company.

The successful proposer will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City hereby notifies all prospective Proposers that the City will require each proposer affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole under this RFP and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

The City reserves the right to reject any or all proposals, to accept all or any part of any proposal, to waive any informality or minor irregularities in any proposal received to the extent permitted by law and where such action best serves the interest of the City, and to be the sole judge of the merits of the respective proposal received.

The City and MBL is 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	July 31st, 2025
Pre-Proposal Meeting	Thursday	August 14, 2025, 2:00PM PST
Deadline to Submit Questions	Thursday	August 21st, 2025, 2:00PM PST
Responses to Questions Provided	Thursday	September 4, 2025
Deadline to Submit Proposals	Thursday	September 11, 2025, 2:00PM PST
Presentations & Intent to Award	September/October	

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
1	Proposal	Page # 5	
2	Letter of Transmittal	Page #	
3	Licensing, Permits, and Certificates	Page #	
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	
8	Statement Of Disadvantaged Business Enterprise	Exhibit E	
9	Bidder's List of Subcontractor(s) (DBE and Non-DBE)	Exhibit F	
10	Certification Regarding Debarment, Suspension….	Exhibit G	
11	Performance Guarantee Certification	Exhibit H	
12	Performance Bond	Exhibit I	
13	Irrevocable Standby Letter Of Credit Certificate	Exhibit J	
14	Bank Draft	Exhibit K	
	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 **2:00PM PST.**

All proposals must contain an original signature by an authorized officer of the company. Proposals received after the above-mentioned 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 (3) 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 itself 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 to or no later than **August 21st 2025, 2:00PM (PST).** No questions will be answered individually by the City or Transportation Departments.

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.

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. The certificate letter is to be included in the proposal accompanied by 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 the 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 in 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 the 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 (2) or more Proposers desire to submit in response to this RFP, they shall do so on a prime-sub contractor 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 in performing 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-contractors 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 (1) One 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 Administration Manager 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: Mark Jimenez
Title: Administration Manager
400 South Taylor Ave.
Montebello, CA 90640
(323) 558-1625 ext. 1105
Email: Mjimenez@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

The award will be made to the Offeror whose proposal offers the best value to the City. Proposals that meet the pass/ fail criteria now will be evaluated in accordance with the following criteria:

QUALITATIVE CONSIDERATIONS

The proposer's Qualitative Proposal will be evaluated based on the following factors, each having the weighted value set forth below (100 potential points in total):

1	**Project Management Plan** The proposal shall contain a detailed explanation of the project and not a reiteration of the RFP itself. The information offered should be a compendium of the proposer's knowledge of the standards outlined in the Scope of Work.	**20 points**
2	**Proposed Project Team** Qualifications and experience of management and staff and other personnel; comprehensiveness of plan and team's familiarity with the provision of hydrogen refueling services.	**10 points**
3	**Qualifications and Experience** Demonstrate experience completing hydrogen refueling services of the same or similar magnitude. Presentation of a catalog of hydrogen refueling services experience and expertise most advantageous to the City.	**25 points**
4	**Technical Approach** Vendor will submit with their proposal a narrative description of the technical approach to fueling the buses. The narrative description shall include how the system is designed to achieve or exceed the minimum performance requirements, maximize uptime for equipment, minimize fuel supply disruptions, and minimize fuel costs. Understanding of the RFP requirements and illustrating the ability to meet performance objectives, compliance with all technical and administrative requirements, financial viability, accounting, and reporting.	**30 points**
	TOTAL	**85 points**

Price Considerations

The Price proposals will be evaluated as follows:

6	**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. This will be inclusive of the equipment, design, installation, fuel, and O&M services.	**15 points**
	TOTAL	**15 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, the Vendor will provide a credit letter in the amount specified to be applied to a subsequent invoice. Each such credit letter will include information concerning the date, time and nature off the violation(s), the amount assessed for each and the total amount credited. Failure to comply with any aspect of the Scope of Work may result in a credit to MBL of **$500.**

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 10% 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 proposals, or part of any proposal, and it is agreed that the Bid may not be withdrawn for a period of (90) days subsequent to the opening of the proposals, 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 (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 https://pbsystem.planetbids.com/portal/33072/portal-home Portal.

Performance Guarantee

A Performance Guarantee in the amount of 75% 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 – FEDERAL TRANSPORTATION ADMINISTRATION – CLAUSES, TERMS AND CONDITIONS

INCORPORATION OF FTA TERMS

The following provisions include, in part, certain Standard Terms and RFP 25-12 Temporary Hydrogen Refueling Solution Service Conditions required by the Federal Transit Administration (FTA), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FTA, as set forth in FTA Circular 4220.1 and in accordance with the FTA federal clauses as outlined in the Master Agreement 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 contract. The Vendor shall not perform any act, fail to perform any act, or refuse to comply with any MBL requests which would cause MBL to be in violation of the FTA terms and conditions.

PLEASE REFER TO **ATTACHMENT A** OF THIS PACKAGE ON PLANETBIDS. PROPOSER NEEDS TO FILL AND COMPLY WITH FTA REGULATIONS.

SECTION 5 – SCOPE OF WORK

Definitions: Any terms not sufficiently described in the Definition of Terms in this RFP may be found in the U.S. Department of Energy's Office of Energy Efficiency and Renewable Energy Hydrogen and Fuel Cell Technologies Office glossary at energy.gov/eere/fuelcells/glossary

Authority Having Jurisdiction (AHJ). The local entity that has the authority and responsibility for developing, implementing, maintaining, and overseeing the qualification process within its organization or jurisdiction.

Dispensing Event. Each fueling event will begin with a pressure pulse and a NFPA 2 compliant leak test. The time to complete a dispensing event will be inclusive of all activities between the authorization to dispense, reaching the target pressure, and entering a status to safely disconnect the nozzle.

Temporary Hydrogen Refueling Solution (THRS). A hydrogen refueling solution with

limited fixed infrastructure that can be easily removed at the end of its deployment. It does not need to be mobile during operations.

Original Equipment Manufacturer (OEM). Generally perceived as a company that produces
parts and equipment that may be marketed by another manufacturer.

State-of-Charge (SOC). The extent to which the bus has been fueled with hydrogen, whereby 100% is defined as 24 grams per liter in the onboard fuel storage system when equilibrated at 350 bar pressure and 15 degrees Celsius (15° C). SOC is defined as the proportional mass attained, as a percentae of mass possible at 100% SOC.

Scope of Work

This section describes the work required from Contractor under this procurement. MBL will work with Contractor to finalize the Agreement. Upon execution of the Agreement, MBL will issue a Notice to Proceed (NTP) to Contractor.

Task 1: Project Management

Contractor must provide project management services throughout the course of the project.

Task 1.1: Kickoff Meeting

A. Contractor, with MBL, shall coordinate and hold an in-person kickoff meeting regarding the THRS. This meeting will be held to review the project scope, schedule, price, roles, and responsibilities. Contractor will propose a plan and schedule to MBL, which will be reviewed and approved prior to Contractor commencing with the preliminary design.
B. Contractor shall examine the project site and acquaint itself with site conditions, existing structures, existing utility lines, roads approaching the site, and all other existing conditions.

Task 1.2: Project Management from Kickoff Meeting through Station Acceptance

Contractor shall participate in various project management activities with MBL during the period from Kickoff Meeting to Station Acceptance.

A. Contractor shall participate in on-site meetings with MBL as needed to review site conditions, access requirements, installation progress, and confirmed or potential utility conflicts.
B. A detailed project schedule including equipment delivery and installation milestones must be published to MBL's satisfaction within two (2) weeks of contract award.
C. Contractor shall be available for a minimum one-hour conference call per week and shall provide status updates and schedule review. This is applicable from initial contract signature through performance testing. Contractor shall provide web conferencing services for each meeting and submit minutes to MBL within one (1) week of each meeting.
D. Contractor shall provide all necessary submittals, equipment drawings, and

installation schedules to MBL required for the completion of the project.

E. Contractor shall provide a written installation summary to MBL. Written summaries are to be transmitted via e-mail every week, no later than the Tuesday following the prior represented Monday-Friday work week. At a minimum, the following information must be provided in the summary of the applicable week:
    a. Tasks begun
    b. Tasks completed
    c. MBL or other local AHJ inspections undertaken and status
    d. Listing of all subcontractors performing work over the subject period
    e. Safety or security incidences or close calls
    f. Any events or occurrences affecting overall project schedule
    g. Prospective Change Orders identified by Contractor
    h. Attached photographs of all disturbed areas, and notable improvements
    i. Staff of contractor and subcontractors and installation equipment expected to be on-site the following week

Task 2: Design and Permitting

Contractor shall submit a preliminary and final site design for the project. Contractor shall provide all necessary submittals, drawings, and installation schedules required for the completion of the project to MBL.

Task 2.1: Site Design

Contractor shall finalize and prepare equipment schematics and a site layout. This process will go through two phases of review: preliminary and final design.

Task 2.1.1: Preliminary Design

For the preliminary design review, Contractor shall deliver a site concept to MBL for the agency's review and approval which includes initial layouts, drawings, spacing estimates, equipment requirements, and other necessary documentation. During the preliminary design phase, Contractor shall coordinate with MBL for approval of the final location of the THRS.

Contractor shall provide a Safety Plan in accordance with the most recent version of the Hydrogen Safety Panel's guide for Safety Planning and Hydrogen Fuel Cell Projects at https://h2tools.org/bestpractices/safety-planning.

The Safety Plan shall include a site and equipment safety review and define hazardous areas and any other safety concerns relative to applicable codes, such as California Fire Code (CFC), and NFPA 2, addressing how these will be handled and mitigated in accordance with AHJ requirements.

Contractor shall provide MBL with standard operating procedures and response protocols that will be incorporated into Citywide Emergency Response Plan (ERP) for any emergency situations that may occur during the operation or maintenance of the THRS. This information must be submitted to MBL no later than eight (8) weeks prior to the scheduled commissioning of the equipment. This deadline is intended to facilitate questions, comments, and provide time for MBL to incorporate said language into the

overall property ERP. Contractor shall submit this information earlier if an ERP is required by AHJ for permitting. MBL requires six (6) weeks to incorporate this information into the ERP.

Task 2.1.2: Final Design

Following receipt of MBL's comments and approval of the Preliminary Design, Contractor shall prepare and submit for MBL's final approval a complete design plan set, as well as all associated studies, calculations, data sheets, and supporting documentation. The final plan must be sufficiently detailed to submit for local AHJ review. It is at MBL's sole discretion to provide additional comments to the complete design set.

Contractor shall work with MBL to address the following Site Design Requirements as part of Task 2.1.

Site Design Requirements

MBL shall prepare the site to accept the THRS. The existing structure on the property will be removed by MBL.

Contractor shall incorporate into their design security considerations as required by applicable codes, standards, best business practices for such equipment, and restrictions to unauthorized use.

A. Backup Power

a. Backup power is not required for the THRS.

B. Bus Specifications

a. Contractor shall design the system to support Xcelsior CHARGE FC™ buses with the OEM-stated specifications. Please see Table 1 for further vehicle details and specifications from manufacturer.

b. Hydrogen fuel storage systems on the FCEBs (procured by others) will comply with all appropriate SAE standards and requirements.

Table 1. Bus specifications

Mass Stored per bus	5 tanks Total mass: 37.5 kg (XHE40)
Fill Pressure per bus	Settled pressure @ 35 MPa
Usable Mass per bus	95% to 96%
Number of Cylinders p/bus	5 tanks (XHE40)
Volume per cylinder/bus	312L/1,560L

Cylinder Type Category	Type 4 Composite
Fuel Economy (Varies: Bus Size, Route, Speed, HVAC)	10.6 mi/kg
Average Daily Fuel Consumption per bus (3 FCEB fleet)	18 kg
Maximum Daily Fuel Consumption per bus	30 kg
Fleet Average Daily Fuel Consumption (3 FCEB fleet)	54 kg
Fueling Receptacle	TN 1 HF with IrDA communication (using a TK 16 HF nozzle) TN 5 (a second receptacle for future use with a TK 25 nozzle. Not intended for use with this system.)

C. Crash Protection

a. Contractor shall provide recommendations for crash protection. Crash protection shall be installed by MBL or another firm contracted by MBL.

D. Dispenser

a. Fuel dispenser must be provided with an integrated bicolor (green, red) local indicator. The purpose is to provide real-time status of dispenser operability and fueling system to local operations for efficiency. Colors shall represent the following states:
   i. Green – System is operating without errors or faults and can dispense fuel on- demand.
   ii. Red –System is inoperable.
b. Dispenser and fueling nozzle(s) shall include grounding interfaces with the TN1 HF receptacle on specified buses so that only two (2) connections are made between the dispenser and buses, one for grounding and the other to connect the dispenser to the bus.
c. The project will fuel buses in accordance with SAE J2601-2.
d. Fueling flow meter accuracy must be within + or – 3% to effectively measure fuel dispensed.
e. Digital display must register mass of fill at completion of fill

E. Emergency Action and Response Plans (ERP)

a. Contractor shall provide MBL with standard operating procedures or response protocols that will be incorporated into MBL's ERP for any emergency situations that may occur during the operation or maintenance of the station.

F. Emergency Shutdown

a. An Emergency Shutdown System (ESS) shall be provided that when activated, shall stop all station operations and notify MBL staff.
b. At least one (1) Emergency Shutdown Device (ESD) button should be remotely located so the system can be shut down without requiring personnel to be adjacent to the equipment or fueling position. The locations of the remote (ESD) devices will be determined during pre-installation meetings to the approval of MBL, AHJ, and Contractor.
c. The ESS will include flame and hydrogen leak detectors as required by the safety reviews and site conditions.
d. ESS detection devices triggered falsely or in error must be corrected by Contractor. Repeated falsely triggered devices must be replaced with an alternate approved device as a means of eliminating false alarms.

G. Estimated Fuel Consumption

a. Based on MBL's preliminary analysis for a fleet of three (3) 40' FCEBs, MBL's projected daily fuel consumption is estimated to be 53.1 kg. The system must be able to support this throughput for two consecutive days before performing a trailer swap.

H. Hydrogen Leak and Flame Detection

a. Contractor shall provide gas and flame detection safety devices for the THRS. All hydrogen and flame detection sensors and related equipment shall have backup battery power to ensure continued operation should there be a loss of grid power. The detection system shall also include visible and audible alarms and remote monitoring capability.

I. Lighting

a. Contractor to evaluate existing lighting at the facility. If Contractor identifies any non-compliant lighting within the classified zone for the THRS, Contractor must notify MBL. Contractor must provide recommendations to MBL if additional lighting may be necessary to comply with OSHA requirements.

J. SCADA Integration

a. Installed equipment must be capable of Supervisory Control and Data Acquisition (SCADA) integration. Materials or equipment necessary to achieve such integration is considered within scope. Contractor shall provide a means for remote monitoring of fueling system operation, fuel level, and emergency shutdown (ESD) status.

K. Supply Inert Air/Gas

a. The supply of instrument air and/or inert gas for any purposes specific to Contractor-supplied equipment during installation and station operation shall be Contractor's responsibility. This includes but is not limited to actuation of valves and controls, purging of piping, tubing, and equipment during maintenance and commissioning.

L. Utility Improvements

a. Contractor shall coordinate with MBL to ensure electrical capacity is sufficient and to confirm the type of conduit connections and the location of the connection to Contractor's equipment. MBL will bring the electrical power (if needed) to the location of the THRS. MBL will be responsible for providing conduit and connectors to Contractor's equipment as specified by the

Contractor.

b. Contractor will coordinate with MBL to ensure adequate electrical supply for the THRS is provided in compliance with NFPA 2 setback requirements within Class 1 Division 2 areas.

Task 2.2: Procure Equipment

Contractor shall execute orders for equipment, subcomponents, and materials, and make deliveries to MBL for installation. Within five (5) business days of contract execution, Contractor must identify long lead time items and work with MBL on a procurement plan.

Task 2.3: Permitting

All drawing sheets and engineering work scopes necessary for the permitting and installation of the station are considered within scope. This includes any special studies requested by applicable regulatory agencies or the local AHJ. Contractor shall include the following sheets, at a minimum, as part of Task 2.3.

Minimum Permit Package Requirements

A. Site Plan
B. Equipment Plan
C. Single Line Diagram, including load list (if needed)
D. Grounding Plan
E. Additional sheets must be added per regulatory requirements, AHJ, or consistent with the overall scope of work

MBL will submit the permit application to the local AHJ(s). Additional details may be added to plans upon permit issuance only if consistent with permitted drawings and not within the AHJ's scope of review.

MBL shall apply for, attain approval, and maintain all required permits to install and operate the station. MBL shall submit the final site design to the local AHJ(s) for plan-check review and approval, along with all applicable applications and forms. Contractor shall respond to all AHJ comments to the satisfaction of the AHJ, make necessary design revisions, and provide all supporting documentation, studies, reports, and reference materials as requested. Contractor is responsible for satisfactorily completing all applicable inspections. MBL shall successfully close all permits associated with the installation of the equipment prior to acceptance by MBL.

Task 3: Installation

MBL will prepare the site for equipment installation. Contractor shall install and make ready all fueling equipment for commissioning.

Task 3.1: Site Preparation and Equipment Installation

A. Contractor shall participate in on-site meetings with MBL to review site conditions, access requirements, installation progress, and potential utility conflicts.
B. MBL shall provide adequate staging area for Contractor during the installation

process. Contractor shall notify MBL of their spatial requirements for a staging area a minimum of four (4) weeks in advance of the beginning of their proposed installation period.

C. MBL shall ensure written authorization is attained from the local life safety authority (typically Fire Department) prior to bringing hydrogen on site for the first time.
D. Contractor shall install the THRS and other required equipment.
E. Contractor shall make ready all fueling equipment for commissioning.

Installation Requirements

A. Special Provisions

a. Contractor shall provide all miscellaneous materials beyond the equipment assembly. This includes, but is not limited to:
    i. Ground rod, grounding cable, and installation
    ii. Grounding applies to both the equipment itself and a ground strap or other solution for grounding during fueling
    iii. Materials external to the assembly required by codes and standards
    iv. Materials, equipment, appliances, and installation necessary to attain compliance with the local AHJ

B. Noise Levels

a. Contractor shall provide MBL and AHJ (if requested or necessary) noise measurement data at a distance of 5 feet (5') from the dispensing equipment. Measurements must be provided in decibels and maximum time elapsed. A maximum noise level in accordance with OSHA and local ordinances (below 90 dB), as well as average noise and duty cycle, must be provided as a minimum. Data may be either empirically derived or theoretical. Equipment noise in excess of disclosed data must be mitigated at Contractor's expense.

C. Signage

a. Contractor shall provide all necessary signage for the hydrogen fueling station. This will include all safety-critical signs. Contractor shall install signage regarding access restrictions.

Mechanical Completion

The project will achieve mechanical completion when the following list has been completed and inspected by MBL staff or their representatives:

A. All equipment has been installed and anchored and is in its complete and finished state ready for commissioning.
B. All utility tie-ins are completed.
C. All electrical conductors, including power and data, have been routed and terminated in their respective lugs/terminals.

Mechanical completion must be achieved prior to beginning commissioning.

Task 4: Commissioning

Contractor shall be responsible for commissioning the station. Contractor shall test all equipment, control systems, and high-pressure lines, and conduct additional tests for fuel quality

and particulate contamination. Equipment operation and station calibration will be tested and adjusted using MBL's buses. After commissioning, and when 3 FCEBs are on site, Contractor shall conduct a back-to-back fueling test.

Task 4.1: Commissioning Plan

Contractor shall provide MBL with a detailed station Commissioning Plan identifying the steps, tasks, responsibilities, and schedule to start and complete the station commissioning.

A. Pass/fail criteria for commissioning activities shall be included. Contractor shall provide the plan no less than one (1) month in advance of the start of the commissioning process. Contractor shall coordinate the scheduling of commissioning activities with MBL to minimize disruptions to regular transit service.
B. Contractor shall coordinate with New Flyer to integrate any bus-specific commissioning items into the plan. MBL shall introduce Contractor to New Flyer.

Task 4.2: Commissioning Activities

Contractor shall complete commissioning activities in coordination with MBL.

Task 4.2.1: Activities Prior to First Bus Fill

A. Contractor shall conduct a Pre-Start-up Safety Review (PSSR) prior to introducing hazardous materials on-site (i.e., H_2 gas or liquid). Review will include two distinct phases:
   a. Field verification of critical process documentation (i.e., P&IDs) against as-built conditions.
   b. Bench review of the Safety Plan. MBL will provide facilities for the review meeting, including a conference room.

Task 4.2.2: Commissioning Activities

Inspections will be carried out by MBL to determine compliance with requirements that may be beyond the scope of jurisdictional inspections. MBL will prepare a punch list based on physical inspections, start-up tests, and functional demonstrations. The completion schedule for the punch list will be agreed upon by MBL and Contractor. The punch list will be completed after commissioning and prior to performance testing.

A. Contractor shall perform all work, provide all necessary materials, and execute all necessary subcontracts in order to commission supplied equipment. This includes, but is not limited to, electrical I/O checks, purging of all H_2-wetted piping and tubing, and equipment testing.
B. Contractor shall test communication and default non-communication fills (if a communication fill is provided).
C. Contractor shall confirm data reporting capabilities.

Task 4.2.3: Fuel Quality Testing

A. Prior to the initial (first instance) bus being fueled, Contractor shall collect samples for fuel quality certification to ensure the fuel dispensed from the hydrogen station meets the most recently published **SAE J2719** purity standards. The sample for the

purity test will be taken at the nozzle for each nozzle on the supplied dispenser. The fuel quality test will check for particulates, carbon monoxide (CO), oxygen (O_2), and water (H_2O), as well as other applicable contaminants under the SAE J2719 standard.

B. Contractor shall provide all test results to MBL to confirm system cleanliness and fuel quality and communicate any abnormalities or discrepancies.

Task 4.2.4: Bus Interoperability Testing

A. Contractor shall perform bus fills following receipt of fuel quality testing results. Contractor must confirm communication fill functionality (if provided) and the station's ability to fill a bus to 95% SOC or greater. Equipment operation and station calibration will be tested and adjusted using MBL's FCEBs. Contractor shall work with bus OEM as needed.

Task 4.3: Performance Testing

Upon completion of station commissioning, but no later than 60 days following commissioning, Contractor shall coordinate with MBL to complete a Back-to-Back Performance Test.

Task 4.3.1: Performance Testing Plan

Contractor shall prepare a Performance Testing Plan for MBL's review and approval, which shall include the following elements:

A. The H35 dispenser will be operated to perform back-to-back fueling of three (3) buses.

B. The time for each dispensing event shall be defined as the moment the dispenser has been authorized to dispense, to the moment the nozzle can be safely disconnected.

C. All three (3) buses must be filled within a fueling window of two (2) hours. Contractor may account for up to three (3) minutes between each bus for movement of buses and authorization of the dispenser via a fleet-management interface, if applicable. MBL staff will be responsible for the movement of buses and activation of the dispenser. Dispenser faults, partial fills (less than 95% SOC), or any other errors or delays within the scope of Contractor shall be considered a failure of the operational performance test. Time between dispensing events not within Contractor's control shall be considered as additional time for the purpose of the two-hour time period. Any station start-up processes required prior to initiating the first fill will not be counted within the two (2) hour time window.

D. MBL will prepare the three (3) buses starting fuel tank levels to simulate typical operations, requiring Contractor to reach the minimum target SOC level of at least 95% whereby 100% is defined as 24 grams per liter in the onboard fuel storage system when equilibrated at 350 bar pressure and 15 degrees Celsius (15° C).

E. SOC shall be verified by evaluation of FCEB onboard tank temperature and pressure data the day after the fueling events once the tank temperature has equilibrated with ambient temperature. The bus will not be driven after fueling other than to park it. Dispenser-reported SOC will be compared against SOC calculated

with FCEB on-board tank temperature and pressure data. H_2 temperature versus density correlation will be determined using tables from the National Institute of Standards and Technology (NIST).

F. All buses must be successfully filled using IrDA communication if that functionality is provided on the system.
G. Contractor shall be responsible for ensuring that there is enough fuel on site to complete performance testing. The cost of fuel required for performance testing shall be MBL's responsibility.

Task 4.3.2: Performance Testing

Contractor shall conduct performance testing.

A. The Performance Testing will only be deemed successful if all criteria in *Task 4.3.1* are accomplished per test occurrence.
B. The equipment must also integrate appropriately with MBL's buses, and there must not be any physical obstructions impeding the proper use of the equipment. The system may not fault more than once throughout the duration of the testing. A fault is characterized as a failure to begin transferring fuel, or the premature stoppage of fuel transfer to the bus.
C. If Contractor fails the Performance Testing, a new test can be scheduled with MBL at MBL's sole discretion and availability. MBL shall not be responsible for additional costs incurred due to the failure of performance testing.

Task 4.4: Final Acceptance

Station installation and commissioning must be fully completed no later than December 1, 2025. Performance testing must be fully completed no later than January 9, 2026 Contractor shall commence provision of maintenance services upon completion of station commissioning.

Task 5: Training

Contractor is responsible for working with MBL to complete all training in preparation for station operations. This includes safety training for MBL staff and first responders.

A. Contractor's training course instructor(s) must be capable of training up to ten (10) MBL personnel simultaneously in each course.
B. Contractor shall prepare a quick reference Emergency Response (ER) Guide that can be distributed to first responders to place in their trucks and engines. The ER Guide shall provide a map showing the location of all station equipment, dispenser, and ESD devices, as well as the distances to this equipment from the entry driveway and nearby structures.

Task 5.1: Training Plan

Contractor shall prepare a Training Plan for MBL's review and approval.

A. Contractor shall provide sufficient training for MBL personnel upon initial system installation to ensure proper operation of the fueling station. The following training courses, at minimum, shall be provided:

a. Fueler Operations Training
b. Safety Training
c. First Responder Training

These courses shall include a train-the-trainer component.

B. Contractor shall provide a Training Plan, which includes the training syllabus and all training material. Contractor shall provide all necessary equipment to facilitate the training. MBL will specify the time and location for delivery of the on-site training courses after consulting with Contractor for availability.

Task 5.2: Training Session(s) Held and Completed

Contractor shall be responsible for organizing and coordinating training sessions with MBL and local first responders to ensure relevant MBL staff and first responders are fully trained on all safety systems and operation of the station.

Task 6: Maintenance and Support Services

Contractor shall be responsible for maintenance services throughout the Contract Period.

Task 6.1: Project Management during Maintenance and Support Services Contract Period

A. Contractor shall be available for a minimum one-hour conference call per month. During this call, Contractor shall provide a status update on the station, including hydrogen dispensed, and any other key operational considerations from the previous month.

Task 6.2: Maintenance Term and Service Plan

Contractor shall provide MBL with ongoing maintenance for the THRS. Contractor shall ensure the unit is fully operational and available for use by MBL during the Contract Period. Contractor must ensure any operating permits (such as those with the Fire Department) are maintained throughout the Contract Period.

A. Contractor shall be available to receive malfunction reports 24 hours a day, every day of the year, including holidays.
B. Scheduled or preventive station maintenance must be coordinated with MBL to avoid impacts on bus fueling.
C. Contractor shall perform all necessary preventative and corrective maintenance on the supplied equipment and ensure reliable, repeatable performance throughout the Contract Period.

Maintenance Requirements

A. **Response Time Requirements**
   a. Contractor must acknowledge emergency notifications immediately upon receipt
   b. Contractor must contact MBL within 2 hours of receipt of non-emergency fault notifications with identified next steps for resolving the fault

c. A representative of the original equipment manufacturer (OEM) of the malfunctioning equipment must be on-site at MBL's property within 24 hours of receiving notice of a fueling station issue from MBL.

B. **Communication Fill**

a. If a communication fill is provided, it must follow **SAE J2799-2024** (Version 2.0 IrDA communications with support for OD fields). A communication fill using the IrDA system is required by MBL.

b. If the station includes a communication fill protocol, Contractor should explain how the station will default to non-communication fills if necessary. Bus data via IrDA shall be used by the equipment to optimize the speed and SOC of the fill.

C. **Uptime Requirements**

a. MBL expects to achieve 95% or greater uptime during the fueling window, 7pm – 2am.

Task 6.3: Performance Reporting

Contractor shall provide data and evaluation of THRS performance (to begin after the station is fully commissioned) on a continuous basis to MBL. Contractor shall provide weekly reports to MBL on data gathered over the course of the deployment. This data shall be provided via e-mail to the MBL-designated individual as an electronic file. Contractor shall coordinate with MBL prior to first issuance to confirm acceptable file formats.

Contractor shall provide, at a minimum, a weekly summary of kilograms of hydrogen dispensed.

Task 7: Provision of Fuel

Contractor shall provide hydrogen fuel to MBL's Operation and Maintenance Facility located at 400 South Taylor Avenue, Montebello, CA 90640.

Contractor shall furnish all trucks, trailers, off-loading hose(s), tools, equipment, labor, and other materials necessary to furnish the services herein described.

Contractor must comply with all relevant local, state, and federal laws/regulations, including, but not limited to, transportation of Hazardous Materials and Safety Laws and Regulations. Upon request, Contractor must provide MBL proof of compliance.

Prior to delivery of the first load of hydrogen, fuel supplier shall inspect and provide MBL's Facilities Supervisor with its safety validation of the site and equipment. The Facilities Supervisor must acknowledge receipt and submit written approval to Contractor before delivery of the first load of hydrogen will be accepted.

Fuel supplier shall follow and observe MBL's safety policies and procedures, to be provided to the successful bidder upon award, while on MBL's property.

Contractor shall deliver fuel no more frequently than once per day without MBL's written permission.

Task 7.1: Preparation and Delivery of Fuel

A. Contractor shall develop a planned delivery schedule based on MBL's expected fuel usage. This shall be provided to and agreed upon by MBL prior to the first fuel delivery.
B. Contractor shall remotely monitor trailer pressure levels and schedule an unplanned delivery if pressure levels drop below what is expected to be needed for the following day's fueling events.
C. Contractor shall refine the fuel delivery schedule based on MBL's actual usage.
D. Scheduled deliveries shall be made in coordination with MBL to avoid impacts to bus fueling.
E. Contractor shall be responsible for off-loading fuel into the fuel storage system and/or swapping fuel trailers and providing trained personnel capable of performing the off-loading of fuel without assistance from MBL.
F. All hydrogen tanker trucks making deliveries shall be properly certified by the State of California, including but not limited to Vehicle Tank Measurement Certificates, and in accordance with Federal Department of Transportation regulations, policies, and procedures.

Task 8: System Decommissioning and Site Restoration

A. Contractor shall restore the site to its original condition and be responsible for the hauling of any debris, materials, equipment, and site clean-up following the decommissioning and removal of the hydrogen fueling station at the conclusion of the Contract Period.

Project Site and Existing Conditions

MBL will operate the FCEBs from its Operation and Maintenance Facility located at 400 South Taylor Avenue, Montebello, CA 90640.

Site Condition

All facilities indicated on the site plan drawings and that exist at time of Notice to Proceed (NTP) are to remain. Facilities not shown on the plans or specified to be removed, replaced, or altered and that do not conflict with the new installation shall remain.

Contractor shall design the system to be fully functional for any ambient conditions expected in the Los Angeles County region. For reference, see average monthly temperatures in Figure 1 below.

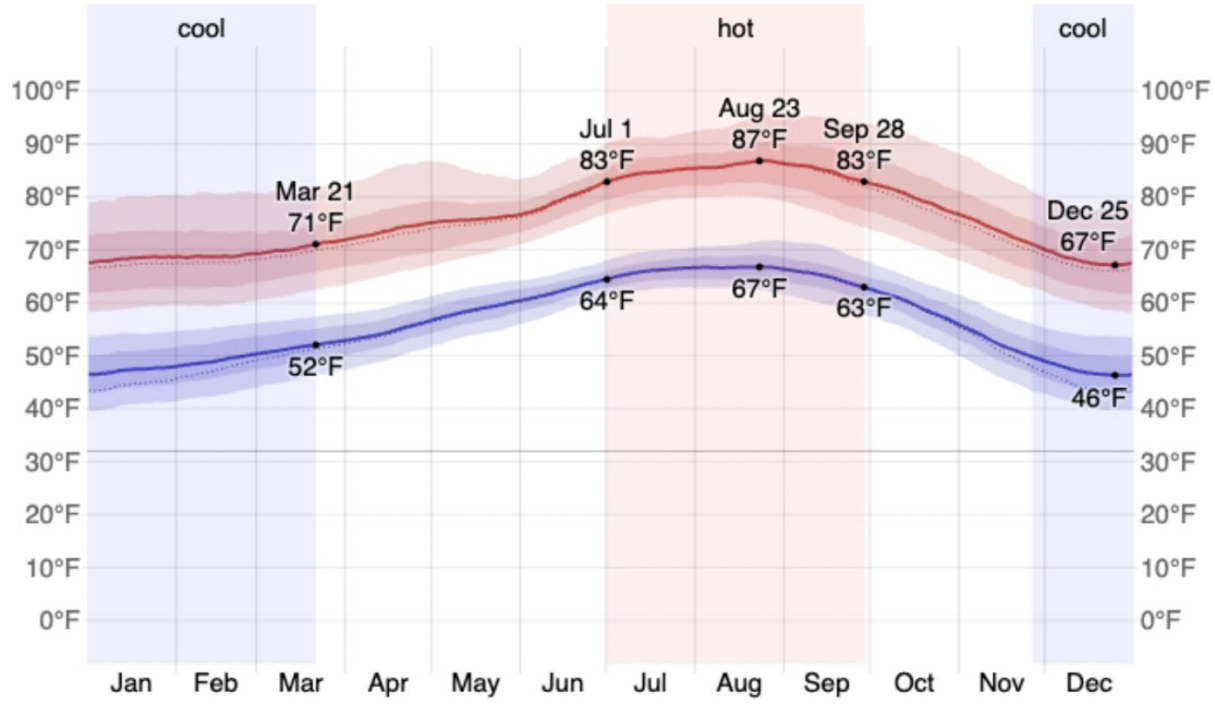

Figure 1. *Montebello, CA Average Monthly Temperatures* © WeatherSpark.com

The proposed location of the THRS and associated utilities is shown in Figure 2: Overhead Site Plan below. The red arrows represent yard circulation and bus yard flow. The THRS must not interfere with site traffic.

The property is located within the municipal jurisdictions of the City of Montebello. MBL owns the area of the property identified for the fueling solution.

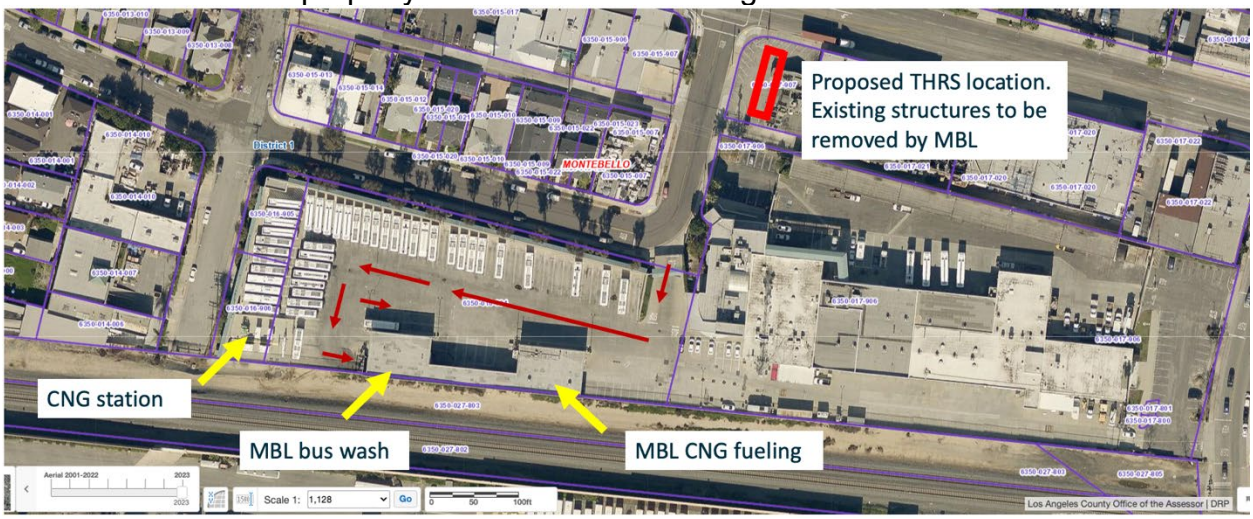

Figure 2. *Overhead Site Plan.*

The proposed location of the THRS is subject to change. Contractor is welcome to suggest alternative locations for the THRS. MBL is in the process of evaluating siting for a permanent hydrogen station. If the proposed location for the THRS is determined to be the optical location for siting the permanent hydrogen fueling station, an alternative location for the THRS will need to be identified. MBL is willing to move the THRS after initial deployment prior to beginning construction for the permanent hydrogen station

Electrical Power

MBL is not aware of any power supply available at the proposed location. If Contractor's solution requires electrical power, Contractor must communicate the power requirements to MBL and identify an approach for bringing power to the contractor's proposed location for the THRS

Site Access for Construction

Regular hours for installation work are Monday-Friday, 7:00 am to 5:00 pm, with approvals needed for any irregular, Saturday, or weekend work (due to limited staff available for oversight/monitoring). The contractor will check in with Facilities Manager for approved apparel and instructions

Site Access Requirements During Operations

Equipment shall be fenced in on MBL's property, restricting access to authorized personnel only, subject to MBL's approval. The installation shall be in a controlled area with restricted public access.

MBL requires sufficient space for maneuvering the FCEBs for fueling.

During the installation, maintenance, or repair of the hydrogen fueling station and its area, Contractor shall comply with MBL's requirements for specified critical operating areas (e.g., pedestrian and vehicular access routes, maintenance access, loading areas).

SECTION 6 – QUALIFICATIONS

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 either;
    a. A minimum of two years of experience in hydrogen fueling and demonstrated track record of quality work, knowledge, skills, and abilities in safety and security for mobility applications;
    b. Key personnel with a minimum of 10 year of experience in hydrogen fueling.
E. Licensed to do business in the State of California.
F. Experience with projects of similar size and scope.

SECTION 7 – FORM OF CONTRACT

SAMPLE PROFESSIONAL SERVICES AGREEMENT FOR

TEMPORARY HYDROGEN REFUELING SOLUTION

THIS AGREEMENT ("Agreement") is made and entered into on ……., 2025, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and …….. (Hereinafter referred to as "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 VENDOR to provide hydrogen fueling services, inclusive of equipment, equipment installation and commissioning, O&M, and fuel; 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 October 31, 2024 (RFP No. [25-12]), as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Consultant Proposal").

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

A. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

a. This Agreement.
b. RFP No. 25-12, attached hereto as **Exhibit "A."**
c. VENDOR'S Proposal to RFP No. 25-12 dated ……., 2025, attached hereto as **Exhibit "B"**.
d. VENDOR'S "Best and Final Offer" to RFP No. 25-12 dated ……., 2025, attached hereto as **Exhibit "C".**
e. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

B. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence.

SECTION 2. SERVICES / COMPENSATION.

A. 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. Payments for Tasks 1 – 5 and Task 8 shall be made based on milestone completion.

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 CONSULTANT's discretion.

SECTION 3. TERM.

This Agreement shall commence on ……., 2025 and shall be valid for an initial term of three years with the option to extend for an additional two (2), one year periods.

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.

D. VENDOR shall have the right to retain, subject to CITY's written approval, additional individuals, Vendors, or sub-contractors to assist in the completion of services as herein defined. Compensation for additional individuals, Vendors, or sub-contractors 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-contractors, 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 CONTRACTOR.

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-contractors 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-contractors 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-contractor 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-contractors, 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-contractors 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 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 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.

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-contractors, if any, to do likewise under their workers' compensation insurance policies.

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.

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-contractors, 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-contractors, 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-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 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-contractors. 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 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 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-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. VENDOR 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.

VENDOR and its officers, employees, associates and sub-contractors, 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. 25-12

TEMPORARY HYDROGEN REFUELING SOLUTION

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: TEMPORARY HYDROGEN REFUELING SOLUTION

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, subcontractors, 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. 25-12 (the "Waiver") or the performance or failure to perform any term, provision, covenant, or condition of the Waiver, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Waiver and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Waiver or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Waiver.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Waiver as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name: _____ *(Print)*	Name: _____ *(Print)*
By: _____ *(Signature)*	By: _____ *(Signature)*
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT B

REFERENCES

List at Least Three (3) Professional References:

1

Project City/Agency/Other:	
Person of Contact:	
Phone Number:	
E-mail Address:	
Address:	
City, State, Zip Code:	
Description of Contract *(Please include contract value, award date, term of contract, and description of work)*:	**Contract Value:** $
	Award Date:
	Term of Contract:
	Description of Work:

2

Project City/Agency/Other:	
Person of Contact:	
Phone Number:	
E-mail Address:	
Address:	
City, State, Zip Code:	
Description of Contract *(Please include contract value, award date, term of contract, and description of work)*:	**Contract Value:** $
	Award Date:
	Term of Contract:
	Description of Work:

3

Project City/Agency/Other:	
Person of Contact:	
Phone Number:	
E-mail Address:	
Address:	
City, State, Zip Code:	
Description of Contract *(Please include contract value, award date, term of contract, and description of work)*:	**Contract Value:** $
	Award Date:
	Term of Contract:
	Description of Work:

EXHIBIT C

INSURANCE

The Proposal shall include a statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Proposer be awarded a contract pursuant to this RFP.

The successful Proposer shall at all times during the term of the awarded Agreement, carry, maintain, and keep in force and effect, with an insurance company admitted to do business in California, rated “A” or better in the most recent A.M. Best’s Insurance Rating Guide, and approved by the CITY, a policy or policies of:

A. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 O1 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another. Limits shall be no less than $2,000,000 per occurrence for all covered losses and the general aggregate limit shall be twice the required occurrence limit.

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.

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.

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.

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. 25-12
Title:

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.

PLEASE SEE ATTACHMENT B ON PLANETBIDS – FILL OUT AND SUBMIT

Contact Information:

Name & Job Title:	
Business Name:	
Address:	
City, State, Zip Code:	
Phone Number:	
E-mail Address:	
Authorized Signature:	**Date:**

EXHIBIT E

STATEMENT OF
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

This proposal provides for the following Disadvantaged Business Enterprise participation:

Disadvantaged Business Enterprise

_____
Firm Name

_____
Address

_____
Phone Number

_____
Type of Business

Current DBE Certification? _____ Yes* _____ *No

*(If "Yes," attach copy of current Letter of Certification and copy of current Statement of Personal Net Worth.)

Total $ _____

% of Total Contract _____

Signature: _____ Date: _____

EXHIBIT F

Bidder's List of Subcontractors (DBE and Non-DBE)

Part I

The bidder shall list all subcontractors (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 Subcontractors 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 subcontractors who provided a quote or bid but were not selected to participate as a subcontractor 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 G

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

Montebello Bus Lines

EXHIBIT H

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 I

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 J

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 K

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 _____

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UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

MASTER AGREEMENT

For Federal Transit Administration Agreements authorized by 49 U.S.C. chapter 53 and Title 23, United States Code (Highways), as amended by the Infrastructure Investment and Jobs Act of 2021 (IIJA), the Fixing America's Surface Transportation (FAST) Act, the Moving Ahead for Progress in the 21st Century Act (MAP-21), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), the SAFETEA-LU Technical Corrections Act of 2008, or other federal laws that FTA administers.

FTA MA(32)
March 26, 2025

http://www.transit.dot.gov

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UNITED STATES DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

MASTER AGREEMENT

PREFACE

Statutory Authorities

This is the official Federal Transit Administration (FTA) Master Agreement that applies to each Underlying Agreement (Grant Agreement, Cooperative Agreement, Loan Agreement, Loan Guarantee Agreement, or Line of Credit Agreement) for a specific Award authorized by:

(a) Federal transit laws, 49 U.S.C. chapter 53, as amended, including the following:

(1) The Infrastructure Investment and Jobs Act of 2021 (IIJA), Public Law No. 117-58, November 15, 2021, and other authorizing legislation that may be enacted;

(2) The Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015;

(3) The Moving Ahead for Progress in the 21st Century Act (MAP-21), Public Law No. 112- 141, July 6, 2012, as amended by the Surface Transportation and Veterans Health Care Choice Improvement Act of 2015, Public Law No. 114-41, July 31, 2015; and

(4) The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Public Law No. 109-59, August 10, 2005, as amended by the SAFETEA-LU Technical Corrections Act of 2008, Public Law No 110-244, June 6, 2008.

(b) Continuing Resolutions or Other Appropriations Resolutions or Acts funding the Department of Transportation during Fiscal Year 2025.

(c) Title 23, United States Code (Highways).

(d) Other federal legislation that FTA administers, as FTA so determines.

Purpose of this Master Agreement

This FTA Master Agreement contains the standard terms and conditions that apply to the Underlying Agreement with the Recipient, which Underlying Agreement may take the form of an:

(a) FTA Grant Agreement, including an FTA Grant Agreement for an award of federal assistance under the Tribal Transit Program;

(b) FTA Cooperative Agreement; or

(c) Transportation Infrastructure Finance Innovation Act (TIFIA) or Railroad Rehabilitation and Improvement Financing (RRIF) Loan, Loan Guarantee, Line of Credit, Master Credit Agreement for a Project overseen by FTA, or State Infrastructure Bank (SIB) Cooperative Agreement.

THEREFORE, in consideration of the mutual covenants, promises, and representations herein, FTA and the Recipient agree as follows:

GENERALLY APPLICABLE PROVISIONS

Section 1. Terms of this Master Agreement and Compliance.

(a) The Recipient must comply with all applicable federal laws, regulations, and requirements, and should follow applicable federal guidance, except as FTA determines otherwise in writing.

(b) To assure compliance with federal laws, regulations, and requirements, the Recipient must take measures to assure that other participants in its Underlying Agreements (e.g., Third Party Participants) comply with applicable federal laws, regulations, and requirements, and follow applicable federal guidance, except as FTA determines otherwise in writing.

(c) FTA may take enforcement action if the Recipient or a Third Party Participant violates an applicable federal law, regulation, or requirement, or does not follow applicable federal guidance.

(d) FTA and the Recipient agree that not every provision of this Master Agreement will apply to every Recipient or Underlying Agreement.

(1) FTA has divided this Master Agreement into the "Preface," "Generally Applicable Provisions," and "Special Provisions for Specific Programs."

(2) This Master Agreement has an Appendix A illustrating the specific provisions of this Master Agreement that apply to the Tribal Transit Programs.

(3) Criteria determining which federal laws, regulations, requirements, and guidance apply include the type of Award, the federal law authorizing federal assistance for the Award, the federal law, regulations, or requirements governing how the Award must be implemented, the federal guidance pertaining to the Award, and the Recipient's legal status as a "state," "state instrumentality," a "local government," a federally recognized Indian Tribe (Indian Tribe), a "private nonprofit entity," a "private for-profit entity," or an individual.

(e) As provided in federal laws, regulations, requirements, and guidance, FTA will enforce only those federal laws, regulations, requirements, and guidance that apply to the specific FTA Recipient, its Third Party Participants, or to any Project and related activities encompassed in the Award, the accompanying Underlying Agreement, and any Amendments thereto.

(f) Each provision of this Master Agreement must be interpreted in context with all other provisions of this Master Agreement and the Underlying Agreement. If a single provision is read apart from the rest of this Master Agreement or the Underlying Agreement, that provision might not convey the extent of the Recipient's responsibility to comply with the requirements of this Master Agreement and the Underlying Agreement.

(g) This Master Agreement does not have an Expiration Date. This Master Agreement continues to apply to the Recipient and its Underlying Agreement, until modified or superseded by a more recently enacted or issued applicable federal law, regulation, requirement, or guidance, or Amendment to this Master Agreement or the Underlying Agreement.

Section 2. Definitions.

(a) *List of Definitions*. In addition to the definitions provided in 49 U.S.C. § 5302, as amended, or in previous legislation if circumstances may require, the Recipient agrees that the following definitions apply:

(1) *Application* means the request for federal assistance submitted that is signed and dated by the Applicant or an official authorized to act on the behalf of the Applicant, and includes all explanatory, supporting, and supplementary documents filed with FTA by or on behalf of the Applicant, and has been reviewed by FTA staff and addresses FTA's comments and concerns. An application for federal assistance in the form of a Grant or Cooperative Agreement must be submitted in FTA's Transit Award Management System (TrAMS).

(2) *Approval*, unless FTA determines otherwise in writing, means a written statement of an authorized federal official transmitted electronically or in typewritten hard copy expressly permitting the Recipient to take or omit an action in connection with its Underlying Agreement, and signed by a federal official authorized to permit the Recipient to take or omit an action that may not be taken or omitted without the Federal Government's permission. Approval does not mean permission to take or omit a similar action other than the specific action for which approval was given and does not include an oral permission or interpretation, which has no legal force, authority, or effect. For purposes of this Master Agreement, the definition of "approval" also applies to "concurrence" and "waiver."

(3) *Associated Transit Improvement* means, with respect to a Project or an area to be served by a Project, an activity that is designed to enhance transit service or use and that is physically or functionally related to transit facilities.

(4) *Award* means the Scope of Work that FTA has approved when FTA agreed to provide federal assistance. The Award also includes the requirements of all documents, terms, and conditions incorporated by reference and made part of the Underlying Agreement, which may be a Grant or Cooperative Agreement.

(5) *Award Budget* [formerly, *Approved Project Budget*] means the budget for all the Projects encompassed by the FTA Award. In contrast, Project Budget means the budget allocated for a single Project contained within an Award that FTA or a pass-through entity approves during the federal award process or in subsequent amendments to the FTA Award. It may include the federal and non-federal share or only the federal share, as determined by FTA or the pass-through entity. For legal and other purposes, FTA reserves the right to consider information other than that displayed electronically or on paper in the "Award Budget" to determine the scope of the Award, eligible Project activities, and other terms used in connection with the Award.

(6) *Common Rules* means any one or more of the following:

(i) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. Office of Management and Budget (OMB) regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200;

(ii) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," former 49 CFR Part 18; and

(iii) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations," former 49 CFR Part 19.

(7) *Concurrence* has the same meaning as the definition of Approval in this section of this Master Agreement.

(8) *Cooperative Agreement* means an instrument that the Federal Government uses to award federal assistance to the Recipient to support each specific Project and related activities described in the Underlying Agreement in which, consistent with 31 U.S.C. § 6305, the Federal Government takes an active role and retains substantial control. An FTA Cooperative Agreement consists of three parts:

(i) The FTA Award, consisting of the amount of federal assistance FTA is providing to support each specific Project and related activities, and a description of each Project as set forth in the Application submitted to FTA in TrAMS or on paper if permitted;

(ii) The Terms and Conditions incorporated by reference and made part of the Cooperative Agreement consisting of the following documents, irrespective of whether electronic or in typewritten hard copy, including:

(A) The most recent Federal Transit Administration Master Agreement, which applies to this Cooperative Agreement;

(B) The current Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA; and

(C) Any Award notification containing special conditions or requirements if issued; and

(iii) The Execution of the Cooperative Agreement by the Recipient.

(9) *Designated Recipient* means an entity designated, in accordance with the planning process under 49 U.S.C. §§ 5303 and 5304, by the governor of a state, responsible local officials, and publicly owned operators of public transportation, to receive and apportion amounts under 49 U.S.C. § 5336 to urbanized areas of 200,000 or more in population; or a state or regional authority, if the authority is responsible under the laws of a state for a Capital Project and for financing and directly providing public transportation.

(10) *Disability* has the same meaning as in section 3(1) of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12102.

(11) *Federal Assistance* means a type of federal funding that the Recipient receives through the Underlying Agreement.

(12) *Federal Award Identification Number* has the same meaning as "Project No." in previous Grant Agreements and Cooperative Agreements with FTA.

(13) *Federal Government* means the United States of America and any of its executive departments or agencies.

(14) *Federal Guidance* includes any federal document or publication signed by an authorized federal official providing official instructions or advice about a federal program that is not defined as a "federal requirement" and applies to

entities other than the Federal Government. Federal Guidance also may apply to the Federal Government, and may take the form of a:

(i) Federal directive;

(ii) Federal circular;

(iii) Federal order;

(iv) Federal published policy;

(v) Federal administrative practice;

(vi) Federal guideline;

(vii) Federal guidance document;

(viii) Letter signed by an authorized federal official; or

(ix) Similar document.

(15) *Federal Requirement* means:

(i) An applicable federal law, regulation, or executive order;

(ii) An applicable provision of the Underlying Agreement, including any Special Condition, Requirement, Provision, or Condition of Award;

(iii) This Master Agreement;

(iv) A later Master Agreement after FTA and the Recipient have entered into the Underlying Agreement; or

(v) Another applicable federal mandate.

(16) *Federal Transit Administration (FTA)* is an operating administration of the Department of Transportation (U.S. DOT). Any reference to the "Urban Mass Transportation Administration" (also referred to as "UMTA") refers to the "Federal Transit Administration" or "FTA" when appearing in any records of the United States.

(17) *Federal Transit Administrator* is the head of the Federal Transit Administration.

(18) *Federally Recognized Indian Tribe* means an Indian tribe that is federally recognized by the Bureau of Indian Affairs of the U.S. Department of the

Interior in accordance with the provisions of the Federally Recognized Indian Tribe List Act of 1994, as amended, 25 U.S.C. § 5130.

(19) *Fiscal Year*, as used in this Master Agreement, means "federal fiscal year," which begins on October 1 of each calendar year and ends on September 30 of the next calendar year.

(20) *Governor* means the governor of a state, the mayor of the District of Columbia, or the chief executive officer of a territory of the United States and includes the designee thereof.

(21) *Grant Agreement* means a legal instrument that the Federal Government uses to award federal assistance to the Recipient to support each specific Project and related activities described in the Underlying Agreement in which, consistent with 31 U.S.C. § 6304, the Federal Government does not take an active role and does not retain substantial control. An FTA Grant Agreement consists of three parts:

(i) The FTA Award, consisting of the amount of federal assistance FTA is providing to support each specific Project and related activities, and a description of each Project as set forth in the Application submitted to FTA in TrAMS or on paper if permitted;

(ii) The Terms and Conditions incorporated by reference and made part of the Grant Agreement consisting of the following documents, irrespective of whether electronic or in typewritten hard copy, including:

(A) The most recent "Federal Transit Administration Master Agreement, which applies to this Grant Agreement;

(B) The current Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA; and

(C) Any Award notification containing special conditions or requirements if issued; and

(iii) The Execution of the Grant Agreement by the Recipient.

(22) *Indian Tribe* means the Recipient or Subrecipient that receives "Tribal Transit Program" assistance authorized by 49 U.S.C. § 5311(c)(1) to support its Underlying Agreement.

(23) *Internal Controls* means a process, implemented by a Recipient or Subrecipient, designed to provide reasonable assurance regarding the achievement of objectives in the following categories: (a) effectiveness and efficiency of operations, (b) reliability of reporting for internal and external use, and (c) compliance with applicable laws, regulations, and requirements.

(24) *Local Government Authority* includes (a) a political subdivision of a state; (b) an authority of at least one state or political subdivision of a state; (c) an Indian tribe; and (d) a public corporation, board, or commission established under the laws of a state.

(25) *Low-Income Individual*, for purposes of 49 U.S.C. § 5311(j)(1)(A)(iii), means an individual whose family income is at or below 100 percent of the poverty line, as that term is defined in section 673(2) of the Community Services Block Grant Act, 42 U.S.C. § 9902(2), including any revision required under that section, for a family of the size involved.

(26) *Master Credit Agreement* means a conditional agreement to extend one or more loans to a Recipient under the Transportation Infrastructure Finance and Innovation Act (TIFIA) of 1998, as amended, 23 U.S.C. §§ 601 – 609, or the Railroad Rehabilitation and Improvement Financing (RRIF) program, 45 U.S.C. §§ 821 – 823, and also means the type of Underlying Agreement used for the TIFIA or RRIF loans.

(27) *Non-Federal Funds* or *Non-Federal Share* includes the following sources of funding or in-kind property or services used to match the federal assistance awarded for the Grant or Cooperative Agreement:

(i) Local funds;

(ii) Local in-kind property or services;

(iii) State funds;

(iv) State in-kind property or services;

(v) Other federal funds for which the federal statute authorizing a program specifically provides that federal funds made available for that program can be applied to the cost sharing requirements of other federal programs.

(28) *Non-Tribal Service Provider*, for purposes of 49 U.S.C. § 5311(j)(2), means a non-tribal provider of public transportation that connects residents of tribal

lands with surrounding communities, improves access to employment or healthcare, or otherwise addresses the mobility needs of tribal members.

(29) *Project* means the public transportation improvement activities eligible for federal assistance in an application to FTA and/or in an FTA Award.

(30) *Public Transportation*, has the same meaning as "transit" or "mass transportation," and, consistent with the definition at 49 U.S.C. § 5302, means regular, continuing shared- ride surface transportation services that are open to the general public, or open to a segment of the general public defined by age, disability, or low income, but does not include:

(i) Intercity passenger rail transportation provided by Amtrak or a successor thereof as described in 49 U.S.C. chapter 243;

(ii) Intercity bus service;

(iii) Charter service;

(iv) School bus service;

(v) Sightseeing service;

(vi) Courtesy shuttle service for patrons of one or more specific establishments; or

(vii) Intra-terminal or intra-facility shuttle services.

(31) *Recipient* or *Direct Recipient* means a non-federal entity that receives a federal award directly from a federal awarding agency to carry out an activity under a federal program. The term "Recipient" does not include a Subrecipient.

(32) *Scope of Work* means the purpose of the Grant Agreement or Cooperative Agreement and the activities and approaches required to carry out a Project. The scope of work consists of various components, including the Award Budget, beneficiaries, locations, and other aspects identified in the approved application. FTA reserves the right to consider other information in determining the scope of the Project or the "scope of work of a Grant Agreement or Cooperative Agreement" when "scope" is used for other purposes. See the latest edition of the FTA Master Agreement.

(33) *Split Letter* (sometimes referred to as a suballocation letter or government subapportionment letter) means a letter in which a Designated Recipient of Urbanized Area Formula Grant Program funding authorized by 49 U.S.C.

§ 5307, a Designated Recipient of Formula Grants for Enhanced Mobility of Seniors and Individuals with Disabilities authorized by 49 U.S.C. § 5310, a Designated Recipient of the State of Good Repair Formula Grants, 49 U.S.C. § 5337, agrees to a reassignment or reallocation of that federal assistance to one or more direct Recipients.

(34) *Subagreement* or *Subgrant* means an agreement through which the Recipient awards federal assistance to its Subrecipient(s) to support or stimulate any of the Recipient's or Subrecipient's Projects or related activities supported under the Award, the accompanying Underlying Agreement, or Amendments thereto, but does not include a third party contract, third party subcontract, or lease.

(35) *Subrecipient* or *Subgrantee* means any entity or person that receives federal assistance provided by an FTA Recipient instead of FTA directly, but does not include a Third Party Contractor, Third Party Subcontractor, or Lessee.

(36) *Third Party Agreement* includes agreements or arrangements supported in whole or in part with federal assistance awarded to a Recipient by FTA, including a subagreement with a subrecipient, a third party contract, a third party subcontract, a lease, or similar arrangement or agreement as FTA may recognize.

(37) *Third Party Contract* means a legal instrument by which a Recipient or Subrecipient purchases property or services needed to carry out the Grant Agreement or Cooperative Agreement. This does not include an instrument describing a transaction that meets the definition of a federal Award, Grant, Cooperative Agreement, Subaward, or Subagreement.

(38) *Third Party Participant* means each participant in the Recipient's Project, except for FTA and the Recipient, whose work under the Project is supported with FTA funding, eligible non-federal share dedicated to the Project, or is dedicated as an in-kind contribution eligible for non-federal share. A Third Party Participant may be a Subrecipient, Third Party Contractor, Third Party Subcontractor, Lessee, or Similar Participant in the Recipient's Project (for example, a partner in a joint development venture).

(39) *Third Party Subcontract* means a subcontract entered into by the Third Party Contractor with a Third Party Subcontractor, or a Third Party Subcontractor with another Third Party Subcontractor at any tier, and is supported in whole or in part with the federal assistance originally derived from FTA, or non-federal share dedicated to the Recipient's Underlying Agreement.

(40) *Underlying Agreement* means a specific Grant Agreement, Cooperative Agreement, or, with respect to TIFIA or RRIF assistance, a specific Loan Agreement, Line of Credit Agreement, or Loan Guarantee Agreement that incorporates the terms of this Master Agreement, in each case including any amendments thereto, supported with federal assistance appropriated or made available under the authorized program.

(41) *Unique Entity Identifier* has two meanings:

(i) A Recipient's or a Subrecipient's unique entity identifier for purposes of the "System of Award Management" (SAM), which currently is the DUNS Number; but

(ii) For FTA purposes, FTA assigns a separate Recipient/Vendor ID as a "unique entity identifier," which is a four-digit number and is displayed on the Grant Agreement and the Cooperative Agreement following the heading "Recipient ID."

(42) *Waiver* has the same meaning as the definition of Approval in this section of this Master Agreement.

(b) *Application of Definitions*. The Recipient also agrees that the definitions in section 2(a) above apply throughout this Master Agreement.

Section 3. Implementation.

(a) *Effective Date*. The Effective Date of Recipient's Underlying Agreement is the date when the authorized FTA official signs the Underlying Agreement.

(b) *Description of Each Project*. The "Description of Each Project" in the "Executive Summary" of the "FTA Award" section of the Recipient's Underlying Agreement often provides only a brief description of each Project and related activities to be undertaken by the Recipient; therefore, the Recipient agrees to perform the work described in the terms of its Underlying Agreement, including all the documents and information incorporated by reference and made part of that Underlying Agreement.

(c) *Prompt Implementation*. After receiving notice that the FTA official signed the Underlying Agreement, the Recipient agrees to undertake promptly each Project and related activities described in the Underlying Agreement.

(d) *Completion Dates*. The Recipient agrees to complete each Project within the time periods specified in the Underlying Agreement and all activities must be completed by the Award's end date, unless FTA agrees in writing to extend the end date. Unless FTA determines otherwise in writing, interim milestone dates and other completion

dates applicable to the Award are good faith estimates and are not intended to be firm contractual requirements. However, FTA and the Recipient agree that milestone dates and other completion dates for Full Funding Grant Agreements, Small Starts Grant Agreements or other specific agreements in which FTA expressly states that the milestone dates or other completion dates for the Underlying Agreement are firm dates that may be enforced.

(e) *The Recipient's Capacity*. To carry out its Underlying Agreement, the Recipient agrees to maintain:

(1) Sufficient legal, financial, technical, and managerial capacity, and adequate functional capacity to:

(i) Plan, manage, and complete its responsibilities outlined in the Underlying Agreement;

(ii) Use the Project property;

(iii) Carry out the safety and security aspects of the Underlying Agreement;

(iv) Comply with the terms and conditions of the Underlying Agreement, the Recipient's annual Certifications and Assurances to FTA, and applicable federal laws, regulations, and requirements; and

(v) Follow applicable federal guidance, except as the Federal Government determines otherwise in writing.

(2) Strong internal controls to assure that it is managing its Award in compliance with federal laws, regulations, requirements, and the terms and conditions of the Underlying Agreement including, but not limited to:

(i) Amendments or revisions to its Award Budget;

(ii) Salaries and wages of the Recipient's and Subrecipient's personnel;

(iii) Protection of personally identifiable information and other sensitive information; and

(iv) Other matters that must be in compliance with federal laws, regulations, requirements, and the terms and conditions of the Underlying Agreement.

(f) *U.S. DOT Administrative Requirements*. The Recipient agrees to comply with the following U.S. DOT regulations (Common Rules) to the extent applicable:

(1) *Requirements Applicable On or After December 26, 2014*. The following requirements apply to the Award, the accompanying Underlying Agreement, and any Amendments thereto signed by an authorized FTA official on or after December 26, 2014 as follows:

(i) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, and which applies to an Award, the accompanying Underlying Agreement, and any Amendments to any Underlying Agreement with a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization; and

(ii) Except as FTA determines otherwise in writing, U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, and subparts A through E of U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, apply to a private for-profit entity; notably, the Cost Principles of Part 31 of the Federal Acquisition Regulation, which permits the payment of profits or fees for work under procurement contracts, generally will not apply to private for-profit entities.

(2) *Requirements Applicable Before December 26, 2014*. The following requirements apply to the Award, the accompanying Underlying Agreement, and any Amendments thereto signed by an authorized FTA official before December 26, 2014, as follows:

(i) For a state, local government, or Indian tribal government, U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," former 49 CFR Part 18;

(ii) For an institution of higher education or a nonprofit organization, U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education; Hospitals, and Other Non-Profit Organizations," former 49 CFR Part 19; or

(iii) For a private for-profit organization, U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with

Institutions of Higher Education, Hospitals, and Other Non-profit Organizations," former 49 CFR Part 19.

(g) *Application of Federal, State, and Local Laws, Regulations, Requirements, and Guidance*. The Recipient agrees to comply with all applicable federal requirements and follow applicable federal guidance. All standards or limits are minimum requirements when those standards or limits are included in the Recipient's Underlying Agreement or this Master Agreement. At the time the FTA official awards federal assistance to the Recipient in support of the Underlying Agreement, the federal requirements and guidance that apply then may be modified from time to time, and will apply to the Recipient or the accompanying Underlying Agreement, except as FTA determines otherwise in writing.

(h) *The Recipient's Responsibility to Comply with Federal Requirements*. Irrespective of involvement by any other entity in the Underlying Agreement:

(1) *General*. The Recipient agrees to comply with all federal requirements that apply to itself and the Underlying Agreement.

(2) *Primary Responsibility for Compliance*.

(i) The Recipient, as the Direct Recipient of federal assistance, agrees that it is ultimately responsible for full compliance with federal requirements related to itself, its Award, the accompanying Underlying Agreement, and any Amendments thereto, even though:

(A) A Third Party Participant provides property or services to support a Project or related activities implementing the Award, the accompanying Underlying Agreement, any Amendments thereto; or

(B) Another entity or person is involved with the Award, the accompanying Underlying Agreement, or any Amendments thereto.

(ii) FTA and the Recipient agree that if FTA makes an Award to a Recipient other than the Designated Recipient as defined under 49 U.S.C. § 5302, the Designated Recipient is not a party to the Award or the Underlying Agreement and is not responsible for compliance with federal requirements related to the Underlying Agreement. However, if FTA makes an Award to a Designated Recipient, then that Designated Recipient is responsible for compliance with federal requirements related to its Underlying Agreement. FTA and the Recipient further agree to the terms of the

Designated Recipient's Split Letter, Suballocation Letter, or Government Subapportionment Letter attached in TrAMS, including the amounts allocated by the Designated Recipient to each Direct Recipient, and the commitment to comply with the associated transit improvement requirement as stated in that letter.

(iii) Apart from other oversight and reviews FTA may conduct, the Recipient agrees that FTA is expressly authorized to conduct oversight of the Recipient's and its Subrecipients' compliance with federal requirements for safety and security, procurement (including Buy America requirements), management, and finance.

(i) *The Recipient's Responsibility to Extend Federal Requirements to Third Party Participants*. In certain circumstances, the Recipient's compliance with specific federal requirements depends on compliance by its Third Party Participant(s) with those federal requirements, and therefore:

(1) *General*. The Recipient agrees to ensure that its Third Party Participant(s) will comply with applicable federal requirements, and follow applicable federal guidance.

(2) *The Recipient as a "Pass-Through" Entity*. If the Recipient is providing a subaward to a Subrecipient to carry out all or part of its Award, the Recipient agrees to obtain the agreement of each Subrecipient to comply with U.S. DOT's administrative requirements, as set forth above.

(3) *Performance of the Recipient's Responsibilities*. If a Third Party Participant is expected to fulfill any responsibilities typically performed by the Recipient, the Recipient agrees to ensure that the Third Party Participant will carry out the Recipient's responsibilities in compliance with federal requirements, and provide enough information to each Third Party Participant so that it understands that it will be expected to follow federal guidance.

(4) *Risk*. As provided in 2 CFR Part 1201, which incorporates by reference 2 CFR Part 200, the Recipient agrees to evaluate the risk involved before awarding a subagreement to any entity.

(5) *Third Party Agreements*. To comply with federal requirements, the Recipient agrees to enter into a written Third Party Agreement with each Third Party Participant in its Underlying Agreement and must include all appropriate provisions stating the Third Party Participant's responsibilities to assure the Recipient's capability to comply with applicable federal requirements and

guidance and specifying the responsibilities that the Third Party Participant will fulfill on the Recipient's behalf.

(6) *Notice to Third Party Participants*. The Recipient agrees to include notice in each Third Party Agreement that:

(i) 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

(ii) Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

(j) *Changed Circumstances*. The Recipient agrees that changed circumstances may occur that may impact the Recipient's ability to comply with the terms and conditions of the Underlying Agreement.

(1) *Types of Changes*. Certain circumstances can cause significant changes in performance of a Project or related activities or adversely affect the Recipient's ability to carry out its Underlying Agreement, such as:

(i) A change in federal requirements or guidance;

(ii) A change in state, territorial, local, or tribal requirements;

(iii) A change in the Recipient's circumstances, including:

(A) Its legal, financial, technical, or managerial capacity;

(B) Its continuing control of Project property; or

(C) Another similar situation; and

(iv) Any current or prospective legal matter with potentially serious consequences, including a major dispute, default, breach, or litigation, or knowledge that the Recipient's principal, official, employee, agent, or a Third Party Participant, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance; suspension, debarment, or other similar administrative or enforcement action against the Recipient or any

Third Party Participant; or any matter or situation, including any other change or legal action that may adversely affect the Federal Government's interest in a Project or related activities.

(2) *Notice*. In the circumstances described above, the Recipient agrees to provide immediate written notice to the:

(i) FTA Regional Counsel for the Region in which the Recipient operates public transportation or implements the Underlying Agreement;

(ii) FTA Headquarters Manager that administers the Underlying Agreement; or

(iii) FTA Chief Counsel.

(k) *Conflict Between Federal Requirements and State, Territorial, Local, or Tribal Requirements*. FTA and the Recipient understand that a federal requirement may conflict with a state, territorial, local, or tribal requirement, and agree that the Recipient must comply with each applicable federal requirement that pre-empts the conflicting state, territorial, local, or tribal requirement.

(1) *Compliance with State, Territorial, Local or Tribal Requirements*. Unless otherwise pre-empted by a federal requirement, FTA and the Recipient agree that:

(i) FTA expects the Recipient to comply with applicable state, territorial, local, and tribal requirements; and

(ii) FTA does not require the Recipient to take any action involving the Underlying Agreement that would violate a state, territorial, local, or tribal requirement that conflicts with a federal requirement.

(2) *When a Conflict Arises*. When a federal requirement conflicts with a state, territorial, local, or tribal requirement:

(i) The Recipient must notify FTA immediately in writing if compliance with the federal requirement would violate a state, territorial, local, or tribal requirement, or require the Recipient to violate a state, territorial, local, or tribal requirement.

(ii) The Recipient must make appropriate arrangements with FTA to proceed with its responsibilities as set forth in the Underlying Agreement, or terminate the Underlying Agreement expeditiously, if necessary.

(l) *No Federal Government Commitment or Liability to Third Parties*. Except as the Federal Government expressly consents in writing, the Recipient agrees that:

(1) The Federal Government does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third Party Participant at any tier, or to any other person or entity that is not a party (FTA or the Recipient) to the Underlying Agreement; and

(2) Notwithstanding that the Federal Government may have concurred in or approved any Solicitation or Third Party Agreement at any tier that may affect the Underlying Agreement, the Federal Government does not and shall not have any commitment or liability to any Third Party Participant or other entity or person that is not a party (FTA or the Recipient) to the Underlying Agreement.

Section 4. Ethics, Political Activity, Disqualification, and Certain Criminal Activity.

(a) *Standards of Conduct*. At a minimum, the Recipient agrees to, and assures that its Subrecipients will, establish and maintain written Standards of Conduct covering conflicts of interest that:

(1) Apply to the following individuals who have a present or potential financial interest, or other significant interest, such as a present or potential employment interest in the selection, award, or administration of a third party contract or subcontract:

(i) The Recipient or its Subrecipients' officers, employees, board members, or agents engaged in the selection, award, or administration of any third party agreement;

(ii) The immediate family members or partners of those listed above in section 4(a)(1)(i) of this Master Agreement; and

(iii) An entity or organization that employs or is about to employ any person that has a relationship with the Recipient or its Subrecipient listed above in sections 4(a)(1)(i) and (ii) of this Master Agreement;

(2) Prohibit those individuals listed above in section 4(a)(1) from:

(i) Engaging in any activities involving the Recipient's or any of its Subrecipients' present or potential Third Party Participants at any tier, including selection, award, or administration of a third party agreement in which the individual has a present or potential financial or other significant interest; and

(ii) Accepting a gratuity, favor, or anything of monetary value from a present or potential Third Party Participant in the Recipient's Underlying Agreement, unless the gift is unsolicited and has an insubstantial financial or nominal intrinsic value; and

(3) Establish penalties, sanctions, or other disciplinary actions for violations, as permitted by state or local law or regulations, that apply to those individuals listed above in section 4(a)(1) and the Recipient's or Subrecipient's Third Party Participants.

(b) *Bonus or Commission*. The Recipient affirms that it has not paid, and agrees that it will not pay, any bonus or commission to obtain federal assistance for any Project or related activities supported under the Underlying Agreement.

(c) *Lobbying Restrictions*. The Recipient agrees that neither it nor any Third Party Participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, according to the following:

(1) *Laws, Regulations, Requirements, and Guidance*. This includes:

(i) The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended;

(ii) U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR Part 20, to the extent consistent with 31 U.S.C. § 1352, as amended; and

(iii) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature; and

(2) *Exception*. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Recipient's or Subrecipient's proper official channels.

(d) *Political Activity*. The Recipient agrees to comply with:

(1) The Hatch Act, 5 U.S.C. chapter 15, which limits the political activities of state and local government agencies supported in whole or in part with federal assistance, including the political activities of state and local government officers and employees whose principal governmental

employment activities are supported in whole or in part with federal assistance;

(2) U.S. Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 CFR Part 151; and

(3) 49 U.S.C. § 5323(*l*)(2) and 23 U.S.C. § 142(g), which limits the applicability of the Hatch Act, as follows:

(i) The Hatch Act does not apply to nonsupervisory employees of a public transportation system, or any other agency or entity performing related functions, based upon the Award of federal assistance under 49 U.S.C. chapter 53 or 23 U.S.C. § 142(a)(2); but

(ii) Notwithstanding the preceding section 4(e)(3)(ii) of this Master Agreement, the Hatch Act does apply to a nonsupervisory employee if imposed for a reason other than the Award of federal assistance to its employer under 49 U.S.C. chapter 53 or 23 U.S.C. § 142(a)(2).

(e) *False or Fraudulent Statements or Claims*.

(1) *Civil Fraud*. The Recipient acknowledges and agrees that:

(i) Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including 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 CFR Part 31.

(ii) By executing the Underlying Agreement, the Recipient certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Recipient provides to the Federal Government.

(iii) The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Recipient presents, submits, or makes available any false, fictitious, or fraudulent information.

(2) *Criminal Fraud*. The Recipient acknowledges that 49 U.S.C. § 5323(*l*)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Recipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in

connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

(f) *Trafficking in Persons*.

(1) *Legal Authorities*. The Recipient agrees to comply and assures the compliance of each Subrecipient, with federal requirements and guidance, including:

(i) Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g); and

(ii) The terms of this section 4(f), which have been derived from U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, per U.S. OMB's direction.

(2) *Definitions*. The Recipient agrees that for purposes of this section 4(f):

(i) *Employee* means either an individual who is employed by the Recipient or a Subrecipient, and is participating in a Project or related activities as set forth in the Underlying Agreement, or another person who is participating in a Project or related activities as set forth in the Underlying Agreement and is not compensated by the Recipient, including, but not limited to, a volunteer, or an individual whose services are contributed by the Recipient or Third Party Participant as an in-kind contribution toward the cost sharing requirements of the Recipient's Underlying Agreement.

(ii) *Forced labor* means labor obtained by recruitment, harboring, transportation, provision, or other means of obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(iii) *Private entity* means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25, and includes a for-profit organization, or a nonprofit organization, including any nonprofit organization of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR § 175.25(b).

(iv) *Severe forms of trafficking in persons* has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

(v) *Commercial sex act* has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

(vi) *Coercion* has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

(3) *Provisions Applicable to All Recipients*. The Recipient agrees to, and assures that its Subrecipients will:

(i) *Provide Information*. Inform FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in section 4(f)(4) of this Master Agreement; and

(ii) Subagreement Provision. Include the following provision in any subagreement it enters into with a private entity as defined above in section 4(f)(2)(iii) of this Master Agreement:

XXX agrees that it and its employees that participate in the Recipient's Award, may not:

Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect,
Procure a commercial sex act during the period of time that the Recipient's Award is in effect, or
Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

(4) *Provisions Applicable to a Private Entity Recipient*. If the Recipient is a private entity, it agrees that:

(i) *Prohibitions*. It, its employees, its Subrecipients, and its Subrecipients' employees that participate in the Underlying Agreement will not:

(A) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Underlying Agreement is in effect;

(B) Procure a commercial sex act during the period of time that the Recipient's Underlying Agreement is in effect; or

(C) Use forced labor in the performance of the Recipient's Underlying Agreement or subagreements.

(ii) *Termination of Federal Assistance*. Section 106(g) of the TVPA, as amended, 22 U.S.C. § 7104(g), and U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, provide FTA the right to unilaterally terminate the Underlying Agreement for a violation of that Act without penalty to the Federal Government, if FTA determines that the private entity Recipient or its Subrecipient:

(A) Has violated a prohibition described above in section 4(g)(4)(i) of this Master Agreement; or

(B) Has an employee whose conduct is determined to have violated a prohibition described above in section 4(g)(4)(i) of this Master Agreement because that employee's conduct is either:

a. Associated with the performance of the Recipient's Underlying Agreement; or

b. Imputed to the Recipient or Subrecipient using the standards of due process for conduct of an individual to an organization provided in:

i. U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200; or

ii. U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180.

(5) *Provisions Applicable to a Recipient That is Not a Private Entity*. A Recipient that is not a private entity agrees that section 106(g) of the TVPA, as amended, 22 U.S.C. § 7104(g), and U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, provides FTA the right to unilaterally terminate the Underlying Agreement, without penalty to the Federal Government, for a violation of that Act if FTA determines that:

(i) A private entity that is the Subrecipient of the Recipient is determined to have engaged in severe forms of trafficking in persons during the period of time that the Recipient's Underlying Agreement is in effect; procured a commercial sex act during the period of time that the Recipient's Underlying Agreement is in effect; or used forced labor in

the performance of the Recipient's Underlying Agreement or subagreements thereunder; or

(ii) An employee of a private entity that is the Subrecipient has engaged in severe forms of trafficking in persons during the period of time that the Recipient's Underlying Agreement is in effect; procured a commercial sex act during the period of time that the Recipient's Underlying Agreement is in effect; or used forced labor in the performance of the Recipient's Underlying Agreement or subagreements thereunder, and whose conduct described above is associated with the performance of the Recipient's Underlying Agreement; or is imputed to the Subrecipient using the standards for due process to impute the conduct of an individual to an organization as provided in U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200.

(6) *Remedies Other Than Termination of Federal Assistance*. The Recipient agrees that FTA's right to terminate federal assistance as provided in the TVPA and in sections 4(f)(4)(ii) and 4(f)(5) are in addition to all other remedies for noncompliance available to the Federal Government under this Master Agreement.

(g) *Federal Tax Liability and Recent Felony Convictions*.

(1) *Transactions Prohibited*.

(i) The Recipient agrees that, prior to entering into any Third Party Agreement with any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the Recipient will obtain from the prospective Third Party Participant a certification that the Third Party Participant—

(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.

(ii) If the prospective Third Party Participant cannot so certify, the Recipient agrees to refer the matter to FTA and not to enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) *Flow-Down*. The Recipient agrees to require all Third Party Participants to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

(h) *Debarment and Suspension*. The Recipient agrees to the following:

(1) It will comply with the following requirements of 2 CFR Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200.

(2) It will not enter into any "covered transaction" (as that phrase is defined at 2 CFR §§ 180.220 and 1200.220) with any Third Party Participant that is, or whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions, except as authorized by—

(i) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200;

(ii) U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180; and

(iii) Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended Recipients or Third Party Participants.

(3) It will review the U.S. GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," if required by U.S. DOT regulations, 2 CFR Part 1200.

(4) It will ensure that its Third Party Agreements contain provisions necessary to flow down these suspension and debarment provisions to all lower tier covered transactions.

(5) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the:

(i) FTA Regional Counsel for the Region in which the Recipient is located or implements the Underlying Agreement;

(ii) FTA Headquarters Manager that administers the Grant or Cooperative Agreement; or

(iii) FTA Chief Counsel.

Section 5. Federal Assistance.

(a) *Total Federal Assistance Awarded and Obligated*. The Recipient agrees that FTA's responsibility to provide federal assistance for its Underlying Agreement is up to the amount shown in the Underlying Agreement, as modified by any Amendments thereto, which is equal to the smallest of: (1) the maximum amount permitted by federal law or regulation, or (2) the "Total FTA Amount Awarded and Obligated," as stated in the Underlying Agreement. FTA's responsibility to provide federal assistance is limited to the amounts listed in the most recent Award Budget identified in the Underlying Agreement and may not exceed the federal share of the actual eligible expenses incurred for participation in the Award.

(b) *Basis of Federal Assistance*. The Recipient agrees that the "Total FTA Amount Awarded and Obligated" stated in the Underlying Agreement and modified by any Amendments thereto is calculated based on the Net Project Cost or on another basis as set forth below:

(1) "*Net Project Cost*." The Recipient agrees that if federal law or regulation requires an Underlying Agreement to be financed based on its "Net Project Cost," as defined in 49 U.S.C. § 5302:

(i) FTA will provide federal assistance for a percentage of the portion of the "Total Award Budget" that the Recipient cannot reasonably finance from its revenues, which is the "Net Project Cost;"

(ii) FTA will use the amount of the "Total Award Budget" stated on the Underlying Agreement to calculate the "Total FTA Amount Awarded and Obligated;" and

(iii) In TrAMS, the amount stated as the "Total Award Budget" on the Underlying Agreement is actually the "Net Project Cost," as defined in 49 U.S.C. § 5302.

(2) *Other Basis for FTA Participation*. The Recipient agrees that if federal law or FTA permits an Underlying Agreement to be financed on a basis other than its "Net Project Cost," as defined in 49 U.S.C. § 5302, or under previous authorizing legislation:

(i) FTA will provide federal assistance for all or part of the cost of the Underlying Agreement that is eligible for federal assistance;

(ii) In some instances, FTA has discretion to determine the amount of federal assistance to provide for each specific Project or related activities; and

(iii) FTA will use the amount stated in the Underlying Agreement as the "Total Award Budget" to calculate the "Total FTA Amount Awarded and Obligated."

(c) *Award Budget*. The Recipient agrees to prepare an Award Budget that, after FTA has provided its approval, will be incorporated by reference and made part of the Underlying Agreement.

(1) *Restrictions*. The Recipient agrees that it will not incur costs eligible for FTA participation under the Award or withdraw federal assistance for eligible costs incurred unless those costs are consistent with the Award Budget.

(2) *Amendments to the Award Budget*. To the extent specified in applicable FTA program management guidance, the Recipient agrees that it must obtain prior FTA approval in writing before amending its Award Budget or transferring federal assistance for the Award if the transfer is not expressly authorized by federal law, regulation, or guidance. An Award of additional federal assistance will require an amended Award Budget.

(3) *Revisions to the Award Budget*. To the extent specified in applicable FTA program management guidance, the Recipient may revise the Award Budget without prior FTA written approval. The Recipient agrees that all other Award Budget revisions will require prior FTA approval in writing.

(4) *Unexpended Federal Assistance*. The Recipient agrees to inform FTA promptly if it believes it will have unexpended federal assistance after the period of performance for the Award ends.

Section 6. Non-Federal Share.

(a) *Amount*. The Recipient agrees to provide the amount of non-federal share specified in the Underlying Agreement. Except to the extent that FTA has provided its written consent permitting the Recipient to defer payment of the non-federal share required by the Underlying Agreement, the Recipient agrees to provide its proportionate amount of the non- federal share no later than the time it draws down the federal share to pay eligible costs.

(b) *Duty to Obtain*. The Recipient agrees to complete all proceedings necessary to provide the non-federal share and to notify FTA of any changed circumstances adversely affecting its ability to pay the non-federal share, including a description of the actions it has taken or will take to ensure adequate resources to provide the non-federal share, and a re-affirmation of its commitment to provide the non-federal share.

(c) *Permissible Sources*. The Recipient agrees that the following are permissible sources of the non-federal share for the Award:

(1) Undistributed cash surpluses;

(2) A replacement or depreciation cash fund or reserve; and

(3) New capital.

(d) *Restricted Sources*. Because sources of non-federal share differ among FTA's public transportation assistance programs, FTA will specify in an FTA circular or otherwise whether the following sources may be used as the non-federal share for a specific Award under that program:

(1) Program income generated by a Project or related activities supported by a prior Grant or Cooperative Agreement, which is a form of undistributed cash surplus;

(2) Advertising revenues;

(3) Concession revenues;

(4) Revenues from a service agreement from a state or local social service agency or a private social service organization;

(5) Third party in-kind contributions;

(6) Proceeds from the issuance of revenue bonds pursuant 49 U.S.C. § 5323(e);

(7) Transportation development credits (formerly toll revenue credits) pursuant to 23 U.S.C. § 120(i);

(8) Revenue from Value Capture pursuant to 49 U.S.C. § 5323(s);

(9) Federal assistance made available for the Federal Lands Highway Program authorized under 23 U.S.C. § 204; or

(10) Federal assistance derived from other federal programs whose enabling laws permit their funds to be used as the non-federal share.

(e) *Prohibited Sources*. Except as permitted by federal laws, regulations, requirements, or guidance, or approved in writing by FTA, the Recipient agrees that it will not provide any non-federal share for the Underlying Agreement derived from:

(1) Farebox revenues from providing public transportation services using facilities and equipment acquired with federal assistance for the Award;

(2) Program income derived from the use of facilities or equipment acquired with federal assistance for the Award, except if expressly permitted by federal laws, regulations, requirements, or FTA guidance; or

(3) Other federal funds not authorized for use as non-federal share by federal law, regulation, requirements, or guidance.

(f) *Reductions or Refunds*.

(1) *Reductions*. The Recipient agrees that if it reduces the non-federal share of eligible costs required for the Award, then at the same time it must reduce the proportionate amount of federal assistance for the Award.

(2) *Refunds*. The Recipient agrees that if it accepts a refund of the non-federal share of eligible costs provided through the Underlying Agreement, then at the same time it must provide the Federal Government an amount of that refund proportionate to the federal contribution.

Section 7. Payments to the Recipient.

(a) *Conditions for Accessing Federal Assistance*. To seek or obtain federal assistance for the costs of implementing the Award, the Recipient agrees that:

(1) It must execute the Underlying Agreement and any Amendments thereto;

(2) It must receive and file a properly signed document seeking payment for the expense, such as a voucher or other appropriate record, and a properly detailed description of the relationship of the expense to the Award;

(3) It must identify all sources of federal assistance from which the payment is derived;

(4) It must provide FTA with all financial and progress reports required to date; and

(5) If the Recipient must provide a non-federal share, unless FTA has stated otherwise in writing that the Recipient may defer the non-federal share:

(i) The Recipient will not request or obtain more federal assistance than justified by the eligible non-federal share it has provided;

(ii) The Recipient will not cause the proportion of federal assistance available for the Award at any time to exceed the percentage of federal assistance authorized and documented in the Underlying Agreement; and

(iii) When combined with federal payments, the Recipient will be able to demonstrate that the non-federal share will be adequate to cover all eligible costs incurred in support of the Award.

(b) *Eligible Costs*. Except as the Federal Government determines otherwise in writing, the Recipient agrees, and will obtain the agreement of each Subrecipient, to seek and obtain federal assistance only for the eligible costs of the Award that are:

(1) Consistent with the Description of Each Project, the Award Budget, this Master Agreement, and the Underlying Agreement and any Amendments thereto;

(2) Necessary to carry out the Award;

(3) Reasonable for the property or services acquired for use in the Project;

(4) The actual net costs, which consist of the price paid minus reductions of the costs incurred, such as any refunds, rebates, or other items of value, but excluding program income;

(5) Incurred for work performed after the Effective Date of the:

(i) Award;

(ii) Pre-award authority that FTA has provided; or

(iii) Letter of No Prejudice;

(6) Satisfactorily documented;

(7) Consistent with federally approved accounting principles and procedures, including requirements for indirect costs, consistent with the applicable U.S. DOT Common Rules; and

(8) Consistent with applicable U.S. DOT Common Rules and other applicable federal law, regulations, requirements, and guidance.

(c) *Ineligible Costs*. The Recipient agrees that, except as the Federal Government determines otherwise in writing, FTA will exclude ineligible costs incurred in connection with the Award or otherwise, such as:

(1) A cost the Recipient has incurred before the Effective Date of the Award as documented in the Underlying Agreement or any Amendments thereto that is not accompanied by FTA's written approval, including, but not limited to, pre-award authority or a Letter of No Prejudice, and permitted by applicable federal law, regulation, guidance, or the Underlying Agreement or any Amendments thereto;

(2) A cost not included in the most recent Award Budget;

(3) A cost for property or services received in connection with any third party agreement lacking any FTA approval or concurrence in writing that is required;

(4) An ordinary governmental or operating cost not applicable to the Award, as prohibited by 49 U.S.C. § 5323(h)(1);

(5) A profit or fee for services provided by the Recipient or any of its Subrecipients in implementing the Award; or

(6) A cost that is ineligible for FTA participation as provided in applicable federal law, regulation, requirement, or guidance.

(d) *Bond Interest and Other Financing Costs – Limited Eligibility*. The Recipient agrees that bond interest and other financing costs are allowable costs to the extent permitted by applicable federal law, regulation, requirement, or guidance. FTA's share of interest and financing costs that implement the Award will be limited to an amount that does not exceed the most favorable financing terms reasonably available at the time of borrowing, except as the Federal Government determines otherwise in writing.

(e) *Payment Procedures Based on the Type of Federal Assistance Awarded*. The Recipient agrees that:

(1) All payments in connection with the Award will be made through electronic methods.

(2) Payment procedures for a Recipient differ based upon the type of federal assistance that is awarded.

(3) FTA determines which electronic system it will use to make payments to the Recipient as follows:

(i) For Grants and other types of federal assistance, FTA will use the Electronic Clearinghouse Operation Web System (ECHO-Web), Automated Clearing House (ACH) payment method, except as provided below in sections 7(e)(3)(ii) and (iii) of this Master Agreement;

(ii) For Cooperative Agreements, FTA will use the DELPHI eInvoicing System or DELPHI Mark View System if the Recipient is granted a waiver (see the following section 7(g) of this Master Agreement for more information about payments for cooperative agreements and section 7(g) of this Master Agreement for information about accessing and using the DELPHI eInvoicing System); and

(iii) For Grants requiring more detailed review of supporting documentation before receiving federal assistance and as determined by the FTA Manager for the Underlying Agreement, FTA will use the DELPHI eInvoicing System (see the following section 7(g) of this Master Agreement for more information about accessing and using the DELPHI eInvoicing System).

(f) *Payment Procedures Using ECHO*. The Recipient agrees that if payment is made through ECHO-Web using an ECHO Control Number, it will comply with the "FTA ECHO-Web User Manual," April 2016, and it will withdraw federal assistance only to pay the eligible costs of implementing the Award.

(1) *Major Withdrawals*. When a single withdrawal will exceed $50,000,000, the Recipient agrees to notify the appropriate FTA Regional or Program Office at least three (3) days before the withdrawal is anticipated.

(2) *Immediate Use*. The Recipient agrees that it will not withdraw federal assistance until needed for immediate payment of those expenses and will use that federal assistance to pay for expenses that implement the Award no later than three (3) days after receipt, except as an authorized official of the Federal Government permits otherwise in writing.

(3) *Limits*. The Recipient agrees that it will not withdraw more than the sum of federal assistance the Federal Government has awarded or the current available balance for its Award, the accompanying Underlying Agreement, and any Amendments thereto, whichever is less.

(4) *Control*. The Recipient agrees to provide for the control and accountability of all federal assistance for its Award, the accompanying Underlying Agreement, and any Amendments thereto.

(5) *Reporting*. Unless an authorized FTA official determines otherwise in writing, the Recipient agrees to report its cash payments and balances promptly.

(6) *Penalties*. If the Recipient fails to comply with this section of this Master Agreement, it agrees that it may incur or be subjected to penalties, including, but not limited to, the following:

(i) *Access to ECHO-Web*. The Federal Government may revoke or suspend the Recipient's ECHO Control Number and access to the ECHO-Web if the Federal Government determines that:

(A) Fraud, waste, mismanagement, or abuse exists in the Recipient's use and application of federal assistance;

(B) The Recipient has failed to use federal assistance it withdrew to pay costs incurred that implement the Underlying Agreement within three (3) days of withdrawing that federal assistance;

(C) The Recipient has failed to return withdrawn but unspent federal assistance to the Federal Government within a reasonable time;

(D) The Recipient has failed to establish procedures to minimize the time between advances of federal assistance and payments of costs incurred that implement the Underlying Agreement;

(E) The Recipient has been awarded Federal assistance through a Cooperative Agreement with FTA and will use the eInvoicing or DELPHI Mark View System as its payment method instead of the ECHO-Web System (see section 7(g)); or

(F) For Grants requiring a more detailed review of supporting documentation before receiving federal assistance, and as determined by the FTA Manager for the Award, the Recipient will use eInvoicing (see section 7(g)).

(ii) *Interest*. The Recipient agrees to pay interest to the Federal Government on any federal assistance withdrawn prematurely,

irrespective of whether the federal assistance has been deposited in an interest-bearing account.

(A) *A State or State Instrumentality*. If the Recipient is a state or state instrumentality, it agrees to pay interest calculated as provided in section 5(b) of the Cash Management Improvement Act of 1990, as amended, 31 U.S.C. § 6503(b), and U.S. Department of Treasury (U.S. Treasury) regulations, "Rules and Procedures for Efficient Federal-State Funds Transfers," 31 CFR Part 205.

(B) *Other than a State or State Instrumentality*. If the Recipient is not a state or state instrumentality, it agrees to pay prejudgment common law interest determined by the Federal Government, as authorized by joint U.S. Treasury and U.S. Department of Justice (joint U.S. Treasury and U.S. DOJ) regulations, "Standards for the Administrative Collection of Claims," 31 C.F.R. § 901.9(i). The Federal Government may determine the amount of interest due, based on the amount of interest the Recipient demonstrates it earned on its premature withdrawals of federal assistance, the amount of interest based on the "Treasury tax and loan account" rate prescribed under 31 U.S.C. § 3717 for debts owed to the United States, or an amount of interest as the Federal Government otherwise determines.

(7) *ECHO System*. If the Recipient is authorized to receive payments provided through ECHO-Web, FTA does not generally review the drawdown when made; however, FTA may review the drawdown at a later time, and subject that drawdown to an audit under a financial oversight review, a triennial review, or another audit.

(g) *Payment Procedures for a Cooperative Agreement*. A Recipient of federal assistance through a Cooperative Agreement must use the DELPHI eInvoicing System to obtain federal payments for costs incurred that implement the Underlying Agreement, unless a waiver is granted.

(1) *Standard Procedures*. To make and receive payments through the DELPHI eInvoicing System, the procedures below must be followed:

(i) *Access to the DELPHI eInvoicing System*. To access the DELPHI eInvoicing System, the Recipient:

(A) Must have internet access to register and submit payment requests through the DELPHI eInvoicing System;

(B) Should contact its FTA Manager for the Underlying Agreement to obtain the required DELPHI User access form and approval;

(C) Must complete the required form that the FAA, Enterprise Service Center's (ESC) Help Desk uses to verify the Recipient's identity, and present it to a Notary Public for verification;

(D) Return that form, completed and notarized, to:
DOT Enterprise Services Center
FAA Accounts Payable, AMZ-100
PO Box 25710
Oklahoma City, OK 73125;
and

(E) Should contact its FTA Manager for the Underlying Agreement with any changes to its system profile information.

(ii) *Payment Requests*. The Recipient must submit each payment request electronically through the DELPHI eInvoicing System, unless a waiver is granted; use of the DELPHI eInvoicing System requires the FTA Manager for the Underlying Agreement to review all supporting documentation before authorizing payment.

(iii) *Additional Information*. The U.S. DOT DELPHI elnvoicing System website at http://www.dot.gov/cfo/delphi-einvoicing-system.html displays additional information, including the access form and training materials a Recipient may need.

(iv) *Federal Responsibilities*. When FTA so requests, the Federal Aviation Administration (FAA) will make payments to FTA Recipients electronically. On behalf of FTA, FAA/ESC must process payment requests to a Recipient of federal assistance documented in its Cooperative Agreement with FTA, and will deposit that federal assistance with the Recipient's financial institution (Note: FTA no longer issues paper checks).

(2) *Waiver Requests*. On a case-by-case basis, U.S. DOT Financial Management officials may waive the requirement for a Recipient to register and use the DELPHI eInvoicing System.

(i) *The Recipient's Responsibilities*. If the Recipient seeks a waiver from the requirement to use the DELPHI eInvoicing System:

(A) It must notify U.S. DOT and FTA by downloading the waiver request form, which can be obtained on the U.S. DOT eInvoicing website at http://www.dot.gov/cfo/delphi-einvoicing-system.html, and notifying its FTA Manager for the Underlying Agreement that it has requested a waiver from using the DELPHI eInvoicing System;

(B) It must send its waiver request to the Director of the Office of Financial Management, U.S. Department of Transportation, Office of the Secretary (OST), Office of Financial Management, B-30, 1200 New Jersey Avenue SE, Washington DC 20590-0001 DOTElectroniclnvoicing@dot.gov; and

(C) If it obtains a waiver from the use of the DELPHI eInvoicing System, then payment will be made using the DELPHI Mark View System, and the Recipient should submit all invoices and any supporting documentation directly to:

a. FTAinvoices@faa.gov (Note: no more than 10 MB of data can be transmitted at one time. For invoices greater than 10MB, split into multiple emails and notate in the subject Email 1 of 4, 2 of 4, etc.); or

b. DOT/FAA (FTA Account)
6500 South MacArthur Blvd.
AMZ-150, HQ Room 272
PO Box 26904
Oklahoma City, OK 73125-69041

(ii) *Federal Responsibilities*. FTA and U.S. DOT have the following responsibilities:

(A) The Director, OST, Office of Financial Management, will confirm or deny the waiver request within approximately 30 days.

(B) If the request is granted, then payments will be made after receipt of the required FTA reporting forms, provided the Recipient has complied with the U.S. DOT Common Rules and this Master Agreement.

(iii) *DELPHI eInvoicing System or DELPHI Mark View System*. If the Recipient receives payments provided through the DELPHI eInvoicing System or DELPHI Mark View System, the Recipient must submit a request for payment with adequate supporting documentation for FTA to determine that:

(A) It has complied and is complying with the Underlying Agreement;

(B) It has made and is making adequate progress toward completion of the Award; and

(C) It has satisfied FTA that the federal assistance requested is needed for the eligible purposes of the Award in that requisition period.

(iv) *Reimbursement*. After it has demonstrated satisfactory compliance with this section, FTA may reimburse the federal share of the Recipient's apparent allowable costs incurred or to be incurred in the requisition period if those apparent allowable costs are consistent with the Award Budget, and those apparent allowable costs do not exceed the maximum amount of federal assistance that may be paid through the federal fiscal year of that requisition.

(h) *Safeguarding Federal Assistance*. The Recipient agrees to deposit all federal assistance it receives in a financial institution and in an insured account whenever possible, and understands that FTA encourages it to use financial institutions owned at least fifty (50) percent by minority group members.

(i) *The Recipient's Duty to Pay Eligible Costs*. When accompanied by appropriate documentation, the Recipient agrees to pay the eligible costs incurred that implement the Award when due, using the available federal assistance provided for the Award and the non- federal share.

(j) *Effect of Federal Payments*. The Recipient agrees that any federal payment made for a cost incurred that is supported by its Underlying Agreement does not constitute the Federal Government's final decision about the eligibility of the cost for payment with federal assistance provided through the Underlying Agreement, or a waiver of any violation of any federal law, regulation, requirement, guidance, the Underlying Agreement or this Master Agreement.

(k) *Revocation of Federal Assistance*. The Federal Government may revoke the unexpended portion of federal assistance for the Award after the Award has been made and executed.

(l) *Final Cost Determination*. The Recipient acknowledges that the Federal Government will not make a final determination about the eligibility of any cost until the audit of the Award and Underlying Agreement has been completed.

(m) *Closeout*. The Recipient agrees that closeout of the Award will not alter:

(1) The Recipient's obligation to return any amounts it owes the Federal Government for later refunds, corrections, or other similar actions; and

(2) The Federal Government's right to disallow costs and recover federal assistance based on a later audit or other review.

(n) *Notification*. If the Federal Government determines that the Recipient is not entitled to any portion of federal assistance paid, the Federal Government will notify the Recipient in writing.

(o) *Recovery of Improper Payments*. Unless prohibited by federal law or regulation, the Federal Government may recover any federal assistance necessary to satisfy any outstanding monetary claims it may have against the Recipient.

(p) *Program Income*. The Recipient agrees that it may use its program income derived from a Project receiving federal assistance through the Underlying Agreement as FTA permits. In determining the total amount of program income a Recipient has earned from its Project, those costs incident to earning program income that have not been charged to the Award may be deducted from the Recipient's gross income.

(1) *During the Period of Performance*. The Recipient may use program income earned during the period of performance of the Underlying Agreement as follows:

(i) The Recipient may retain the income for other capital or operating public transportation expenses. If the Recipient chooses not to use program income for current or future FTA Grants or Cooperative Agreements or for other purposes ineligible for federal participation, then the amount of program income used for purposes ineligible for federal participation will be deducted from the total allowable costs to determine the net allowable costs.

(ii) For each Public Transportation Innovation, Technical Assistance, Workforce Development Project or Enhanced Mobility of Seniors and Individuals with Disabilities project, or related activities, the Recipient may add program income to the Award.

(iii) Depending on federal statutory or regulatory restrictions, the Recipient may use the program income for the non-federal share for a future public transportation Project that will receive federal assistance provided by FTA.

(2) *After the Award Period*. Except as FTA determines otherwise in writing, the Recipient has no obligation to the Federal Government regarding the disposition of program income earned after the end of the period of performance of the Award (i.e., after the ending date of the final Federal Financial Report).

(q) *Profits*. The Recipient and Subrecipient may earn or keep the profits it may derive as a result of an Award, but the Recipient agrees that any such profits must be used in a manner consistent with the provisions of this Master Agreement or applicable federal guidance.

(r) *Excess Payments, Disallowed Costs, Refunds, Claims, Debts, Interest, Penalties, Administrative Charges, and Other Amounts Owed to the Federal Government*.

(1) *The Recipient's Responsibility to Pay*. The Recipient agrees that after receiving notice of specific amounts due, it will pay the amount it owes the Federal Government for:

(i) Excess federal payments for disallowed costs;

(ii) Refunds due and amounts recovered from third parties or other sources;

(iii) Federal claims or debts;

(iv) Interest assessed;

(v) Penalties;

(vi) Administrative charges; or

(vii) Other amounts it owes the Federal Government.

(2) *Amount of Interest Due*. The amount of interest to be assessed depends on the procedures used to pursue payment:

(i) *The Debt Collection Act*. When the Federal Government uses the procedures of the Debt Collection Act of 1982, as amended, 31 U.S.C. § 3701, et seq., to collect claims or debts owed by the Recipient for any reason authorized under that Act (including excess

payments and disallowed costs), the Recipient agrees that the amount of interest it will owe will be determined by the Joint U.S. Treasury and U.S. DOJ regulations, "Standards for the Administrative Collection of Claims," 31 CFR Part 900, specifically 31 C.F.R. § 901.9(a) – (g), or common law interest authorized by 31 C.F.R. § 901.9(i), as the Federal Government determines.

(ii) *Other Collection Processes*. When the Federal Government uses methods or procedures other than those described in 31 U.S.C. § 3701, et seq., to recover money(ies) the Recipient owes the Federal Government, the Recipient agrees that common law interest will be due as authorized by Joint U.S. Treasury and U.S. DOJ regulations, "Standards for the Administrative Collection of Claims," 31 C.F.R. § 901.9(i), but interest for premature withdrawals of federal assistance by states or state instrumentalities will be calculated as required under Section 5(b) of the Cash Management Improvement Act of 1990, as amended, 31 U.S.C. § 6503(b), and U.S. Treasury regulations, "Rules and Procedures for Efficient Federal-State Funds Transfers," 31 CFR Part 205.

(s) *De-obligation of Federal Assistance*. The Recipient agrees that the Federal Government may de-obligate federal assistance the Recipient has not spent both before and after closeout of the Award.

Section 8. Records and Reports Related to the Award and the Underlying Agreement.

(a) *Records*. The Recipient agrees to maintain satisfactory records of each Project and activities related in whole or in part to its Award, the accompanying Underlying Agreement, and any Amendments thereto to the extent FTA requires, including, but not limited to:

(1) *Financial Records*. Accurate financial records in its account for its Award, the accompanying Underlying Agreement, and any Amendments thereto, including, but not limited to, records of:

(i) *Assets Received that Implement the Award*. The amount of all assets it receives to implement its Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to all federal assistance or the value of any property the Federal Government provides that implement its Award, the accompanying Underlying Agreement, and any Amendments thereto, and all other funds and the value of any property or services it has received from sources other than the Federal Government provided for, accruing to,

or otherwise received on account of its Award, the accompanying Underlying Agreement, and any Amendments thereto.

(ii) *Costs Incurred that Implement the Award*. Information about the costs incurred to implement its Award, the accompanying Underlying Agreement, and any Amendments thereto, including all costs incurred for the eligible property or services, detailed descriptions of the type of property or services acquired, including, but not limited, to properly executed payrolls, time records, invoices, contracts, vouchers, and other appropriate records, and detailed justifications for those costs.

(iii) *Program Income*. All program income derived from the use of Project property, except income FTA determines to be exempt from federal program income record requirements.

(2) *Other Records Needed for Reports Related to the Award*. Sufficient records as needed to prepare adequate reports related to the Award that it must submit to the Federal Government.

(3) *Formats*. Formats for records must be satisfactory to FTA and include, but are not limited to, electronic records, including any emails related to the Award, records on paper, and records created in other formats.

(4) *Availability of Records Related to the Award*. Accessibility for review and separation from other records not related to the Award to the extent feasible must be maintained.

(b) *Reports*. The Recipient agrees to provide to FTA, and others if FTA so directs, all reports related in whole or in part required by applicable federal laws, regulations, requirements, the Underlying Agreement, or at FTA's express direction in the number and format as FTA specifies.

(c) *Data on Assaults on Transit Workers and Bus Impact Fatalities*. The Recipient agrees to report when required to the National Transit Database in accordance with FTA regulation 49 CFR Part 630, "National Transit Database," and applicable FTA instructions—

(1) Any data on assaults on transit workers of the Recipient; and

(2) Any data on fatalities that result from an impact with a bus.

(d) *National Transit Database*. For each fiscal year the Recipient receives or provides to any public transportation operator federal assistance appropriated or made available

for 49 U.S.C. § 5307 (including the Passenger Ferry Grant Program) or any provision of 49 U.S.C. § 5311 (including the Tribal Transit Program):

(1) *Reporting Requirements*. The Recipient agrees to, and assures that it will require any person that receives benefits directly from its Award (including the public transportation operators participating in its Award), the accompanying Underlying Agreement, and any Amendments thereto:

(i) To facilitate compliance with 49 U.S.C. § 5335(a), which authorizes the National Transit Database (NTD);

(ii) To conform to the NTD reporting system and the Uniform System of Accounts and Records;

(iii) To comply with FTA regulations, "Uniform System of Accounts and Records and Reporting System," 49 CFR Part 630;

(iv) To report when required to the National Transit Database in accordance with FTA regulation 49 CFR Part 630, "National Transit Database," and applicable FTA instructions—

(A) Any information relating to a transit asset inventory or condition assessment conducted by the Recipient; and

(B) Such other information as FTA may require; and

(v) To comply with any other applicable reporting regulations, and requirements, and

(vi) To follow FTA guidance.

(2) *Voluntary Compliance*. FTA encourages any Recipient that is not required to provide information for the NTD, to provide that information voluntarily.

(e) *U.S. OMB Special Reporting Requirements*.

(1) *Authority*. U.S. OMB has issued regulatory guidance in 2 C.F.R. § 25.220 instructing federal agencies to include special "award terms" as authorized under federal laws, including:

(i) The Federal Funding Accountability and Transparency Act of 2006 (FFATA), Public Law No. 109-282, September 26, 2006;

(ii) Section 6202 of the Department of Defense Appropriations Act for Fiscal Year 2008, Public Law No. 110-252, June 30, 2008, which amended the FFATA; and

(iii) Section 872 of the Duncan Hunter National Defense Authorization Act for Fiscal Year 2009, Public Law No. 110-417, October 14, 2008, which further amended the FFATA.

(2) *Universal Identifier and System for Award Management (SAM)*. The Recipient agrees to comply with the award terms in U.S. OMB regulatory guidance, "Universal Identifier and System for Award Management (SAM)," 2 CFR Part 25, appendix A, which FTA has included in this Master Agreement at the direction of U.S. OMB:

(i) *Requirements for the System for Award Management (SAM)*. Unless exempted from SAM as provided in 2 C.F.R. § 25.110, the Recipient agrees to:

(A) Maintain the currency of its information in SAM until the later of the date it submits its final financial report required under this Master Agreement, or the date it receives its final federal payment for the Underlying Agreement; and

(B) Review and update its information in SAM at least annually after the initial registration, and more frequently if required by changes in its information, another provision of an applicable federal or federally assisted agreement, or an applicable federal law or regulation, or U.S. OMB regulatory guidance.

(ii) *Requirement for a Unique Entity Identifier [Currently, the Data Universal Numbering System (DUNS) Number for SAM]*. If the Award includes federal assistance intended to support subawards, the Recipient agrees to notify each potential Subrecipient and other entity participating in the Award that:

(A) The potential Subrecipient or entity must provide its unique entity identifier for SAM [currently, its DUNS number] to the Recipient;

(B) The Recipient may not make any subaward to any potential Subrecipient or entity unless that Subrecipient or entity has provided its unique entity identifier for SAM [currently, its DUNS number] to the Recipient; and

(C) No Subrecipient or entity, as described below in section 8(d)(4) of this Master Agreement, may receive a subaward provided through the Underlying Agreement, unless that entity has provided its unique entity identifier for SAM [currently, its DUNS number] to the Recipient.

(3) *Reporting Subawards and Executive Compensation*. The Recipient agrees to comply with the award terms in U.S. OMB regulatory guidance, "Reporting Subaward and Executive Compensation Information," 2 CFR Part 170, appendix A, which FTA has included in this Master Agreement at the direction of U.S. OMB.

(4) *Reporting of First-Tier Subawards*. The Recipient agrees that when it takes an action that obligates $25,000 or more in federal assistance for a subaward, it must report each such action as provided below, but it need not report an obligation of $25,000 or more in federal assistance, if the Recipient is exempt from U.S. OMB's Special Reporting Requirements as provided below.

(i) *Where and when to report*. The Recipient agrees to report each obligating action described below to http://www.fsrs.gov, and the Recipient agrees to report subaward information no later than the end of the month after the month in which the obligation was made, *(for example, if the obligation was made on October 1, 2015, the obligation must be reported by no later than November 1, 2015)*.

(ii) *What to report*. The Recipient agrees to report the requisite information about each obligating action required by the submission instructions posted at http://www.usaspending.gov.

(iii) *Reporting Total Compensation of the Recipient's Executives*. The Recipient agrees to report the total compensation for each of its five highest compensated executives for the preceding completed fiscal year if:

(A) The total federal assistance authorized to date for the Underlying Agreement is $25,000 or more; and

(B) In its preceding fiscal year, the Recipient:

a. Received 80 percent or more of its annual gross revenues from federal assistance subject to the Transparency Act, as defined in 2 C.F.R. § 170.320 (and subawards) and/or federal procurement contracts (and subcontracts);

b. Received $25,000,000 or more in annual gross revenues from federal assistance subject to the Transparency Act, as defined in 2 C.F.R. § 170.320 (and subawards) and/or federal procurement contracts (and subcontracts); and

c. The public does not have access to information about the compensation of the Recipient's executives through periodic reports filed under Section 13(a) of the Securities Exchange Act of 1934, 15 U.S.C. § 78m(a), Section 15(d) of the Securities Exchange Act of 1934, 15 U.S.C. § 78o(d), or Section 6104 of the Internal Revenue Code of 1986, 26 U.S.C. § 6104 (to determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm).

(C) The Recipient agrees to report executive total compensation described above as part of Recipient's registration profile at http://www.sam.gov, and by the end of the month after the month in which the Underlying Agreement is executed and annually thereafter.

(D) Reporting of Total Compensation of the Subrecipient's Executives. Unless exempt as provided below, the Recipient agrees to report the names and total compensation of each of its first-tier Subrecipient's five highest compensated executives for the Subrecipient's preceding completed fiscal year if:

a. It received 80 percent or more of its annual gross revenues from federal assistance subject to the Transparency Act, as defined in 2 C.F.R. § 170.320 (and subawards) and/or federal procurement contracts (and subcontracts); and

b. It received $25,000,000 or more in annual gross revenues from federal assistance subject to the Transparency Act as defined in 2 C.F.R. § 170.320 (and subawards) and/or federal procurement contracts (and subcontracts);

c. The public does not have access to information about the compensation of the Subrecipient's executives through periodic reports filed under Section 13(a) of the Securities Exchange Act of 1934, 15 U.S.C. § 78m(a), Section 15(d) of the Securities Exchange Act of 1934, 15 U.S.C. § 78o(d), or Section 6104 of the Internal Revenue Code of 1986, 26 U.S.C. § 6104 (to determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm).

(E) The Recipient agrees to report the Subrecipient's executives' total compensation described above to FTA and elsewhere as may be determined by the Federal Government, and by the end of the month following the month during which the Recipient makes the subaward (for example, if a subaward is obligated on any date during the month of October of a given year, i.e., between October 1 and 31, the Recipient must report any required compensation information about the Subrecipient by November 30 of that year).

(F) Any Recipient that had gross income under $300,000 from all sources in the previous tax year is exempt from those federal requirements to report subawards, and the total compensation of the five highest compensated executives of any Subrecipient.

(5) *Recipient Integrity and Performance Matters*. U.S. OMB regulatory guidance, "Recipient Integrity and Performance Matters," 2 CFR Part 200, appendix XII, contains mandatory provisions that may affect the Recipient's reporting requirements.

(f) *Closeout*. The Recipient agrees that closeout of its Award does not alter the record-keeping and reporting requirements of this section of this Master Agreement.

Section 9. Record Retention and Access to Sites of Performance.

(a) *Types of Records*. The Recipient agrees to retain, and will require its Third Party Participants to retain, complete and readily accessible records related in whole or in part to the Underlying Agreement, including, but not limited to, data, documents, reports, statistics, subagreements, leases, third party contracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

(b) *Retention Period*. The Recipient agrees to comply with the record retention requirements in the applicable U.S. DOT Common Rule. Records pertaining to its Award, the accompanying Underlying Agreement, and any Amendments thereto must be retained from the day the Underlying Agreement was signed by the authorized FTA official through the course of the Award, the accompanying Underlying Agreement, and any Amendments thereto until three years after the Recipient has submitted its last or final expenditure report, and other pending matters are closed.

(c) *Access to Recipient and Third Party Participant Records*. The Recipient agrees, and assures that each Subrecipient, if any, will agree to:

(1) Provide, and require its Third Party Participants at each tier to provide, sufficient access to inspect and audit records and information, including such records and information the Recipient or its Third Party Participants may regard as confidential or proprietary, related to its Award, the accompanying Underlying Agreement, and any Amendments thereto to the U.S. Secretary of Transportation or the Secretary's duly authorized representatives, to the Comptroller General of the United States, and the Comptroller General's duly authorized representatives, and to the Recipient and each of its Subrecipients;

(2) Permit those individuals listed above to inspect all work and materials related to its Award, and to audit any information related to its Award under the control of the Recipient or Third Party Participant within books, records, accounts, or other locations; and

(3) Otherwise comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules.

(d) *Access to the Sites of Performance*. The Recipient agrees to permit, and to require its Third Party Participants to permit, FTA to have access to the sites of performance of its Award, the accompanying Underlying Agreement, and any Amendments thereto, and to make site visits as needed in compliance with the U.S. DOT Common Rules.

(e) *Closeout*. Closeout of the Award does not alter the record retention or access requirements of this section of this Master Agreement.

Section 10. Completion, Audit, Settlement, and Closeout.

(a) *Completion*. Within one hundred twenty (120) calendar days after completion or termination of the Award, the Recipient agrees to submit; and within ninety (90) calendar days after completion or termination of the Award (or an earlier date as

agreed upon by the pass-through entity and subrecipient), the subrecipient agrees to submit to the pass-through entity:

(1) Its final Federal Financial Report, either electronically or on Federal Financial Report Standard Form 425 (SF-425);

(2) A certification of expenses incurred that implement its Award, the accompanying Underlying Agreement, and any Amendments thereto; and

(3) The necessary audit reports of its Award, the accompanying Underlying Agreement, and any Amendments thereto.

(b) *Audit of the Recipient*. Except as the Federal Government determines otherwise in writing, the Recipient agrees that:

(1) *Audits Required*. It must obtain the following audits:

(i) *Annual "Single Audit."* A financial and compliance audit consistent with the requirements of the Single Audit Act Amendments of 1996, 31 U.S.C. § 7501, et seq., and applicable U.S. DOT "Single Audit" requirements of 2 CFR Part 1201, which incorporate by reference 2 CFR Part 200, for each Award, the accompanying Underlying Agreement, and any Amendments to any Underlying Agreement; and

(ii) *Other Audits*. Other audits the Federal Government may require.

(2) *Auditing Standards*. It must comply with the "Audit Requirements" of 2 CFR Part 200, subpart F, and conform to U.S. Government Accountability Office (U.S. GAO) "Government Auditing Standards" in the conduct of audits of its Award, the accompanying Underlying Agreement, and any Amendments thereto.

(3) *Costs of Audits*. The audit costs for the administration and management of the Award, the accompanying Underlying Agreement, and any Amendments to any Underlying Agreement are allowable to the extent authorized by the cost principles of 49 CFR Part 1201, which incorporate by reference 2 CFR Part 200.

(c) *Amounts Owed to the Federal Government*. The Recipient agrees to return to the Federal Government any excess federal payments it receives for disallowed costs, and the Federal Government's proportionate part of any amounts it recovers from third parties or other sources, including refunds due and amounts recovered from third parties or other sources, interest assessed, penalties, and administrative charges.

(d) *Closeout*. The Recipient agrees that closeout of the Award occurs when FTA notifies the Recipient that the Award is closed, and approves the final federal payment, or acknowledges receipt of the proper refund. Closeout of the Award does not alter the Recipient's audit responsibilities and does not invalidate any continuing requirements of applicable federal law, regulations, or requirements, this Master Agreement or the Underlying Agreement.

Section 11. Right of the Federal Government to Terminate.

(a) *Justification*. After providing written notice to the Recipient, the Recipient agrees that the Federal Government may suspend, suspend then terminate, or terminate all or any part of the federal assistance for the Award if:

(1) The Recipient has failed to make reasonable progress implementing the Award;

(2) The Federal Government determines that continuing to provide federal assistance to support the Award does not adequately serve the purposes of the law authorizing the Award; or

(3) The Recipient has violated the terms of the Underlying Agreement, especially if that violation would endanger substantial performance of the Underlying Agreement.

(b) *Financial Implications*. In general, termination of federal assistance for the Award will not invalidate obligations properly incurred before the termination date to the extent that those obligations cannot be canceled. The Federal Government may recover the federal assistance it has provided for the Award, including the federal assistance for obligations properly incurred before the termination date, if it determines that the Recipient has misused its federal assistance by failing to make adequate progress, failing to make appropriate use of the Project property, or failing to comply with the Underlying Agreement, and require the Recipient to refund the entire amount or a lesser amount, as the Federal Government may determine including obligations properly incurred before the termination date.

(c) *Expiration of the Period of Performance*. Except for a Full Funding Grant Agreement, expiration of any period of performance established for the Award does not, by itself, constitute an expiration or termination of the Award; FTA may extend the period of performance to assure that each Formula Project or related activities and each Project or related activities funded with "no year" funds can receive FTA assistance to the extent FTA deems appropriate.

(d) *Uniform Administrative Requirements.* These termination rights are in addition to and in no way limit the Federal Government's rights to terminate described in 2 CFR § 200.340.

Section 12. Civil Rights.

(a) *Civil Rights Requirements*. The Recipient agrees that it must comply with applicable federal civil rights laws, regulations, and requirements, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or a federal program, including the Indian Tribe Recipient or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with each civil rights statute, including compliance with equity in service requirements.

(b) *Nondiscrimination in Federal Public Transportation Programs*. The Recipient agrees to, and assures that it and each Third Party Participant will:

(1) Prohibit discrimination based on race, color, religion, national origin, sex (including sexual orientation), disability, or age.

(2) Prohibit the:

(i) Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332;

(ii) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; or

(iii) Discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.

(3) Follow:

(i) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance; but

(ii) FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.

(c) *Nondiscrimination – Title VI of the Civil Rights Act*. The Recipient agrees to, and assures that each Third Party Participant will:

(1) Prohibit discrimination based on race, color, or national origin,

(2) Comply with:

(i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.;

(ii) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21; and

(iii) Federal transit law, specifically 49 U.S.C. § 5332; and

(3) Follow:

(i) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance;

(ii) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3; and

(iii) All other applicable federal guidance that may be issued.

(d) *Equal Employment Opportunity*.

(1) *Federal Requirements and Guidance*. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination based on race, color, religion, sex, sexual orientation, or national origin, and:

(i) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.;

(ii) Comply with Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.;

(iii) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement;

(iv) FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;" and

(v) Follow other federal guidance pertaining to EEO laws, regulations, and requirements.

(2) *Indian Tribes*. The Recipient agrees to, and assures that each Third Party Participant will recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer".

(e) *Disadvantaged Business Enterprise*. To the extent authorized by applicable federal laws, regulations, or requirements, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Underlying Agreement as follows:

(1) *Statutory and Regulatory Requirements*. The Recipient agrees to comply with:

(i) Section 11101(e) of IIJA;

(ii) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26; and

(iii) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement.

(2) *DBE Program Requirements*. A Recipient that receives planning, capital and/or operating assistance and that will award prime third party contracts exceeding $250,000 in a federal fiscal year must have a DBE program that is approved by FTA and meets the requirements of 49 CFR Part 26.

(3) *Special Requirements for a Transit Vehicle Manufacturer (TVM)*. The Recipient agrees that:

(i) *TVM Certification*. Each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 CFR Part 26; and

(ii) *Reporting TVM Awards*. Within 30 days of any third party contract award for a transit vehicle purchase, the Recipient must submit to

FTA the name of the TVM contractor and the total dollar value of the third party contract using the Transit Vehicle Award Reporting Form on FTA's website. The Recipient must also submit additional notifications if options are exercised in subsequent years to ensure that the TVM is still in good standing.

(4) *Assurance*. As required by 49 C.F.R. § 26.13(a):

(i) *Recipient Assurance*. The Recipient agrees and assures that:

(A) It must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 CFR Part 26;

(B) It must take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts;

(C) Its DBE program, as required under 49 CFR Part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement; and

(D) Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement.

(ii) *Subrecipient/Third Party Contractor/Third Party Subcontractor Assurance*. The Recipient agrees and assures that it will include the following assurance in each subagreement and third party contract it signs with a Subrecipient or Third Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs:

(A) The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 CFR Part 26;

(B) The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable;

(C) Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 12.e(4)(ii) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable; and

(D) The following remedies, or such other remedy as the Recipient deems appropriate, include, but are not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible.

(5) *Remedies*. Upon notification to the Recipient of its failure to carry out its approved program, FTA or U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801, et seq.

(f) *Nondiscrimination on the Basis of Sex*. The Recipient agrees to comply with federal prohibitions against discrimination based on sex, including:

(1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681, et seq.;

(2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25; and

(3) Federal transit law, specifically 49 U.S.C. § 5332.

(g) *Nondiscrimination on the Basis of Age*. The Recipient agrees to comply with federal prohibitions against discrimination based on age, including:

(1) The Age Discrimination in Employment Act, 29 U.S.C. §§ 621 – 634, which prohibits discrimination based on age;

(2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR Part 1625;

(3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, et seq., which prohibits discrimination against individuals based on age in the administration of Programs, Projects, and related activities receiving federal assistance;

(4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR Part 90; and

(5) Federal transit law, specifically 49 U.S.C. § 5332.

(h) *Nondiscrimination on the Basis of Disability*. The Recipient agrees to comply with the following federal prohibitions against discrimination based on disability:

(1) Federal laws, including:

(i) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted Programs, Projects, or activities;

(ii) 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 individuals with disabilities:

(A) For FTA Recipients generally, Titles I, II, and III of the ADA apply; but

(B) For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of "employer;"

(iii) 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 individuals with disabilities;

(iv) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and

(v) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.

(2) Federal regulations and guidance, including:

(i) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;

(ii) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;

(iii) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR Part 38;

(iv) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 CFR Part 39;

(v) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;

(vi) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;

(vii) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;

(viii) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, subpart F;

(ix) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194;

(x) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;

(xi) FTA Circular 4710.1, "Americans with Disabilities Act: Guidance;" and

(xii) Other applicable federal civil rights and nondiscrimination regulations and guidance.

(i) *Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections*. The Recipient agrees to comply with the confidentiality and civil rights protections of:

(1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101, et seq.;

(2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541, et seq.; and

(3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2.

(j) *Access to Services for Persons with Limited English Proficiency*. The Recipient agrees to provide meaningful access to public transportation services to persons with limited understanding of English to comply with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, *et seq.*, and its implementing regulation at 28 CFR § 42.405(d), and appliable U.S. Department of Justice guidance.

(k) *Other Nondiscrimination Laws, Regulations, Requirements, and Guidance*. The Recipient agrees to comply with other applicable federal nondiscrimination laws, regulations, and requirements, and follow federal guidance prohibiting discrimination.

(l) *Remedies*. Remedies for failure to comply with applicable federal Civil Rights laws, regulations, and requirements, and failure to follow guidance may be enforced as provided in those federal laws, regulations, requirements, or guidance.

(m) *Promoting Free Speech and Religious Liberty*. The recipient 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.

(n) *Federal Anti-Discrimination*.

(1) Pursuant to section (3)(b)(iv)(A), Executive Order 14173, *Ending Illegal Discrimination and Restoring Merit-Based Opportunity*, the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

(2) Pursuant to section (3)(b)(iv)(B), Executive Order 14173, *Ending Illegal Discrimination and Restoring Merit-Based Opportunity*, by entering into this Agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

Section 13. Planning.

(a) *Standard Planning Provisions*. The Recipient agrees to the following:

(1) *Planning Requirements and Guidance*. To assure that its Underlying Agreement is consistent with the Planning requirements that apply, the Recipient agrees to:

(i) Comply with the Metropolitan planning requirements of 49 U.S.C. § 5303, and joint FHWA and FTA regulations, "Planning and Assistance Standards" (for Metropolitan Transportation Planning and Programming), 23 CFR Part 450 and 49 CFR Part 613, to the extent those regulations are consistent with the metropolitan planning requirements of 49 U.S.C. § 5303;

(ii) Comply with the statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304, and joint FHWA and FTA regulations, "Planning and Assistance Standards" (for statewide transportation planning and programming), 23 CFR Part 450 and 49 CFR Part 613, to the extent those regulations are consistent with the state planning requirements of 49 U.S.C. § 5304; and

(iii) Follow any guidance FTA issues to implement requirements of 49 U.S.C. §§ 5303 and 5304.

(2) *Participation of State or Local Governmental and Private Nonprofit Providers of Nonemergency Transportation*. The Recipient agrees to comply with 49 U.S.C. § 5323(k) by assuring that it will, as feasible:

(i) Provide the opportunity to participate and coordinate with the Recipient in the design and the delivery of federally assisted transportation services, and be included in planning for the Recipient's federally assisted transportation services; and

(ii) Make that opportunity available to federally-assisted state or local governmental agencies and nonprofit organizations that receive federal assistance for nonemergency transportation, but do not receive federal assistance for nonemergency transportation from U.S. DOT.

(b) *Tribal Transit Program Planning Provisions*. The Indian Tribe agrees that:

(1) *Planning Requirements*. The federal assistance it receives for its Tribal Transit Program will be consistent with its documents, including any formal plan provided to FTA in support of the development and basis of its Award

of federal assistance under the Tribal Transit Program, and are or will be coordinated with transportation service funded by other federal sources to the maximum extent feasible.

(2) *Participation of State or Local Governmental and Private Nonprofit Providers of Nonemergency Transportation*. The Recipient agrees to comply with 49 U.S.C. § 5323(k) by assuring that it will, as feasible:

(i) Provide the opportunity to participate and coordinate with the Recipient in the design and the delivery of federally assisted transportation services, and be included in planning for the Recipient's federally assisted transportation services; and

(ii) Make that opportunity available to federally-assisted state or local governmental agencies and nonprofit organizations that receive federal assistance for nonemergency transportation, but do not receive federal assistance for nonemergency transportation from U.S. DOT.

Section 14. Private Enterprise.

(a) *Protections*. The Recipient agrees to protect the interests of private enterprise affected by federal public transportation programs by:

(1) Encouraging private enterprise to participate in the planning of public transportation and programs that provide public transportation, to the extent permitted under 49 U.S.C. § 5306; and

(2) Providing just compensation for the Project property it acquires, including the franchises of private providers of public transportation, as required under 49 U.S.C. § 5323(a)(1)(C).

(b) *Infrastructure Investment*. The Recipient agrees to follow the infrastructure investment recommendations of:

(1) Executive Order No. 12803, "Infrastructure Privatization," April 30, 1992, 31 U.S.C. § 501 note (57 Fed. Reg. 19,036); and

(2) Executive Order No. 12893, "Principles for Federal Infrastructure Investments," January 26, 1994, 31 U.S.C. § 501 note (59 Fed. Reg. 4233).

(c) *Joint Development*. If joint development is involved, the Recipient agrees to follow the latest edition of FTA Circular 7050.1, "Federal Transit Administration Guidance on Joint Development."

Section 15. Preference for United States Products and Services.

Except as the Federal Government determines otherwise in writing, the Recipient agrees to comply with FTA's U.S. domestic preference requirements and follow federal guidance, including:

(a) *Buy America*. The domestic preference procurement requirements of 49 U.S.C. § 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661, to the extent consistent with 49 U.S.C. § 5323(j);

(b) *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.

(c) *Cargo Preference–Use of United States-Flag Vessels*. 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. 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.

(d) *Fly America*. The air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 – 301-10.143.

(e) *Uniform Administrative Requirements*. Compliance with FTA's "Buy America Requirements," 49 CFR Part 661, and "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184, as described in this Master Agreement shall be deemed to satisfy 2 CFR § 200.322, "Domestic Preferences for Procurements."

(f) *Limitation on Certain Rolling Stock Procurements*. The Recipient will comply with the limitation on certain rolling stock procurements at 49 U.S.C. § 5323(u).

Section 16. Procurement.

(a) *Federal Laws, Regulations, Requirements, and Guidance*. The Recipient agrees:

(1) To comply with the requirements of 49 U.S.C. chapter 53 and other applicable federal laws, regulations, and requirements in effect now or later that affect its third party procurements;

(2) To comply with the applicable U.S. DOT Common Rules; and

(3) To follow the most recent edition and any revisions of FTA Circular 4220.1, "Third Party Contracting Guidance," to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

(b) *Full and Open Competition*. The Recipient agrees to conduct all its third party procurements using full and open competition as provided in 49 U.S.C. § 5325(a), and as determined by FTA.

(c) *Exclusionary or Discriminatory Specifications*. The Recipient agrees that it will not use any federal assistance under 49 U.S.C. chapter 53 for any procurement based on exclusionary or discriminatory specifications, as provided in 49 U.S.C. § 5325(h), unless authorized by other applicable federal laws, regulations, or requirements.

(d) *Required Clauses in Third Party Contracts*. In addition to other applicable provisions of federal law, regulations, requirements, and guidance, all third party contracts made by the Recipient under the Federal award must contain provisions covering the following, as applicable:

(1) *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).)

(2) *Termination*. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement.

(3) *Davis-Bacon Act, as amended (40 U.S.C. §§ 3141 – 3148)*. When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141 – 3144, and 3146 – 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to 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, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR 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 Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of a public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

(4) *Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 – 3708)*. Where applicable, 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 (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on 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. 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.

(5) *Rights to Inventions Made Under a Contract or Agreement*. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR 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 the awarding agency.

(6) *Clean Air Act (42 U.S.C. §§ 7401 – 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 – 1388), as amended*. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-federal award to agree 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 – 1388). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(7) *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.

(8) *Restrictions on Lobbying (31 U.S.C. § 1352)*. Contractors that apply or bid for an award exceeding $100,000 must file the certification required by 49 CFR Part 20. Each tier certifies to the tier above that it will 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, 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 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

(9) *Solid Wastes*. A Recipient 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. The requirements of Section 6002 include procuring only items designated in 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.

(e) *Geographic Restrictions*. The Recipient agrees that it will not use any state or local geographic preference, except as permitted by federal law (for example, Section 25019 of the Infrastructure Investment and Jobs Act of 2021, Pub. L. 117-58), regulation, requirement, or guidance.

(f) *In-State Bus Dealer Restrictions*. The Recipient agrees that any state law requiring buses to be purchased through in-state dealers will not apply to purchases of vehicles supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, as provided in 49 U.S.C. § 5325(i).

(g) *Organizational Conflict of Interest*. The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest.

(h) *Project Labor Agreements*. As a condition of a third party contract award, the Recipient may require the Third Party Contractor or Subcontractor to have an

affiliation with a labor organization, such as a Project Labor Agreement, consistent with Executive Order No. 13502, "Use of Project Labor Agreements for Federal Construction Projects," February 6, 2009 (74 Fed. Reg. 6985).

(i) *Force Account*. The Recipient agrees that FTA may determine the extent to which Federal assistance may be used to participate in force account costs.

(j) *FTA Technical Review*. The Recipient agrees that FTA may review and approve the Recipient's technical specifications and requirements to the extent FTA believes necessary to ensure proper administration of the Underlying Agreement.

(k) *Relationship of the Award to Third Party Contract Approval*. The Recipient agrees that the terms of the Underlying Agreement do not, by themselves, constitute approval of any non- competitive third party contract associated with the Award, unless FTA indicates otherwise in writing.

(l) *National Intelligent Transportation Systems Architecture and Standards*. The Recipient agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture requirements of 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and to follow FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455, January 8, 2001, and all other applicable federal guidance.

(m) *Rolling Stock*. The Recipient agrees that any procurement for rolling stock will comply with 49 U.S.C. § 5325 (Contract Requirements), 49 U.S.C. § 5323(j) (Buy America Requirements), 49 U.S.C. § 5323(m) (Pre-Award and Post Delivery Requirements), and 49 U.S.C. § 5318(e) (Bus Testing Requirements), 49 U.S.C. § 5323(u) (limitation on certain rolling stock procurements), and their implementing regulations.

(n) *Bonding*. The Recipient agrees to comply with the following bonding requirements and restrictions as provided in federal regulations and guidance:

(1) *Construction*. As provided in federal regulations and modified by FTA guidance, for each Project or related activities implementing the Underlying Agreement that involve construction, it will provide bid guarantee bonds, contract performance bonds, and payment bonds.

(2) *Activities Not Involving Construction*. For each Project or related activities implementing the Underlying Agreement not involving construction, the Recipient will not impose excessive bonding and will follow FTA guidance.

(o) *Architectural Engineering and Related Services*. When procuring architectural engineering or related services supported with federal assistance appropriated or

made available for 49 U.S.C. chapter 53 or provided in any other law requiring the Award to be administered under 49 U.S.C. chapter 53, the Recipient agrees to comply and assures that each of its Subrecipients will comply with 49 U.S.C. § 5325(b).

(p) *Design-Build Projects*. As provided in 49 U.S.C. § 5325(d), the Recipient may use a design- build procurement to carry out its Design-Build Project, provided that it complies with applicable federal laws, regulations, and requirements, and follows federal guidance.

(q) *Award to Other than the Lowest Bidder*. As permitted under 49 U.S.C. § 5325(c), the Recipient may award a third party contract to other than the lowest bidder, if that award furthers an objective (for example, improved long-term operating efficiency and lower long- term costs) consistent with the purposes of 49 U.S.C. chapter 53 and any implementing federal regulations, requirements, or guidance that FTA may issue.

(r) *Award to Responsible Third Party Contractors*. The Recipient agrees to award third party contracts only to contractors able to carry out the procurement successfully, as provided in 49 U.S.C. § 5325(j), and before awarding a third party contract, it will consider the proposed contractor's integrity, compliance with public policy, past performance, and financial and technical resources.

(s) *Access to Third Party Contract Records*. The Recipient agrees to require, and assures that each of its Subrecipients will require, its Third Party Contractors at each tier to provide:

(1) The U.S. Secretary of Transportation and the Comptroller General of the United States, the state, or their duly authorized representatives, access to all third party contract records (at any tier) as required under 49 U.S.C. § 5325(g); and

(2) Sufficient access to all third party contract records (at any tier) as needed for compliance with applicable federal laws, regulations, and requirements or to assure proper management of Underlying Agreement as determined by FTA.

(t) *Electronic and Information Technology*. The Recipient agrees that reports or information it provides to or on behalf of the Federal Government will use electronic or information technology that complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194.

(u) *Veterans Preference*. As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

(1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53; and

(2) Will not 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.

(v) *Acquisition by Lease*. The Recipient agrees that if it intends to acquire Project property through a lease it will comply, as applicable, with 49 U.S.C. chapter 53 and section 3019 of the FAST Act.

(w) *Bid Protests*. The Recipient agrees to provide FTA, as part of the annual or quarterly Milestone Progress Report, with a list of all bid protests and appeals for solicitations or contracts in excess of $500,000. The Recipient also should be mindful of the requirement in Section 39, Disputes, that the Recipient must promptly notify the FTA Chief Counsel, or FTA Regional Counsel for the Region in which the Recipient is located, of significant current or prospective legal matters that may affect the Federal Government.

Section 17. Patent Rights.

(a) *General*. The Recipient agrees that:

(1) Depending on the nature of the Underlying Agreement, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable invention, improvement, or discovery;

(2) The Federal Government's rights arise when the patent or patentable information is conceived or reduced to practice with federal assistance provided through the Underlying Agreement; or

(3) When a patent is issued or patented information becomes available as described in the preceding section 17(a)(2) of this Master Agreement, the Recipient will notify FTA immediately and provide a detailed report satisfactory to FTA.

(b) *Federal Rights*. The Recipient agrees that:

(1) Its rights and responsibilities and each Third Party Participant's rights and responsibilities in that federally assisted invention, improvement, or discovery will be determined as provided in applicable federal laws, regulations, requirements, and guidance, including any waiver thereof; and

(2) Unless the Federal Government determines otherwise in writing, irrespective of its status or the status of any Third Party Participant as a large business, small business, state government, state instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual, the Recipient will transmit the Federal Government's patent rights to FTA, as specified in 35 U.S.C. § 200, et seq., and U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(c) *License Fees and Royalties*. Consistent with the applicable U.S. DOT Common Rules, the Recipient agrees that license fees and royalties for patents, patent applications, and inventions produced with federal assistance provided through the Underlying Agreement are program income, and must be used in compliance with applicable federal requirements.

Section 18. Rights in Data and Copyrights.

(a) *Definition of "Subject Data."* As used in this section, "subject data" means recorded information, whether or not copyrighted, that is delivered or specified to be delivered as required by the Underlying Agreement. 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 Underlying Agreement.

(b) *General Federal Restrictions*. The following restrictions apply to all subject data first produced in the performance of the Underlying Agreement:

(1) *Prohibitions*. The Recipient may not publish or reproduce any subject data, in whole, in part, or in any manner or form, or permit others to do so.

(2) *Exceptions*. The prohibitions do not apply to publications or reproductions for the Recipient's own internal use, an institution of higher learning, the portion of subject data that the Federal Government has previously released or approved for release to the public, or the portion of data that has the Federal Government's prior written consent for release.

(c) *Federal Rights in Data and Copyrights*. The Recipient agrees that:

(1) *General*. It must provide a license to its subject data to the Federal Government that is royalty-free, non-exclusive, and irrevocable. The Federal Government's license must permit the Federal Government to reproduce, publish, or otherwise use the subject data or permit other entities or individuals to use the subject data provided those actions are taken for Federal Government purposes; and

(2) *U.S. DOT Public Access Plan – Copyright License*. The Recipient grants to U.S. DOT a worldwide, non-exclusive, non-transferable, paid-up, royalty-free copyright license, including all rights under copyright, to any and all Publications and Digital Data Sets as such terms are defined in the U.S. DOT Public Access plan, resulting from scientific research funded either fully or partially by this funding agreement. The Recipient herein acknowledges that the above copyright license grant is first in time to any and all other grants of a copyright license to such Publications and/or Digital Data Sets, and that U.S. DOT shall have priority over any other claim of exclusive copyright to the same.

(d) *Special Federal Rights in Data for Research, Development, Demonstration, Deployment, Technical Assistance, and Special Studies Programs*. In general, FTA's purpose in providing federal assistance for a research, development, demonstration, deployment, technical assistance, or special studies program is to increase transportation knowledge, rather than limit the benefits of the Award to the Recipient and its Third Party Participants. Therefore, the Recipient agrees that:

(1) *Publicly Available Report*. When an Award providing federal assistance for any of the programs described above is completed, it must provide a report of the Underlying Agreement that FTA may publish or make available for publication on the Internet.

(2) *Other Reports*. It must provide other reports related to the Award that FTA may request.

(3) *Availability of Subject Data*. FTA may make available its copyright license to the subject data, and a copy of the subject data to any FTA Recipient or any Third Party Participant at any tier, except as the Federal Government determines otherwise in writing.

(4) *Identification of Information*. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA.

(5) *Incomplete*. If the Award is not completed for any reason whatsoever, all data developed with federal assistance for the Award becomes subject data and must be delivered as the Federal Government may direct.

(6) *Exception*. This section does not apply to an adaptation of any automatic data processing equipment or program that is both for the Recipient's use, and acquired with FTA capital program assistance.

(e) *License Fees and Royalties*. Consistent with the applicable U.S. DOT Common Rules, the Recipient agrees that license fees and royalties for patents, patent applications, and inventions produced with federal assistance provided through the Underlying Agreement are program income, and must be used in compliance with federal applicable requirements.

(f) *Hold Harmless*. Upon request by the Federal Government, the Recipient agrees that if it intentionally violates any proprietary rights, copyrights, or right of privacy, and if its violation under the preceding section occurs from any of the publication, translation, reproduction, delivery, use or disposition of subject data, then it will indemnify, save, and hold harmless the Federal Government against any liability, including costs and expenses of the Federal Government's officers, employees, and agents acting within the scope of their official duties. The Recipient will not be required to indemnify the Federal Government for any liability described in the preceding sentence, if the violation is caused by the wrongful acts of federal officers, employees or agents, or if indemnification is prohibited or limited by applicable state law.

(g) *Restrictions on Access to Patent Rights*. Nothing in this section of this Master Agreement pertaining to rights in data either implies a license to the Federal Government under any patent, or may be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.

(h) *Data Developed Without Federal Assistance or Support*. The Recipient agrees that in certain circumstances it may need to provide to FTA data developed without any federal assistance or support. Nevertheless, this section generally does not apply to data developed without federal assistance, even though that data may have been used in connection with the Award. The Recipient agrees that the Federal Government will not be able to protect data developed without federal assistance from unauthorized disclosure unless that data is clearly marked "Proprietary," or "Confidential."

(i) *Requirements to Release Data*. The Recipient understands and agrees that the Federal Government may be required to release data and information that the Recipient submits to the Federal Government as required under:

(1) The Freedom of Information Act (FOIA), 5 U.S.C. § 552;

(2) The U.S. DOT Common Rules;

(3) The U.S. DOT Public Access Plan, which provides that the Recipient agrees to satisfy the reporting and compliance requirements as set forth in the U.S. DOT Public Access plan, including, but not limited to, the submission and approval of a Data Management Plan, the use of Open Researcher and Contributor ID (ORCID) numbers, the creation and maintenance of a Research Project record in the Transportation Research Board's (TRB) Research in Progress (RiP) database, and the timely and complete submission of all required publications and associated digital data sets as such terms are defined in the DOT Public Access plan. Additional information about how to comply with the requirements can be found at http://ntl.bts.gov/publicaccess/howtocomply.html; or

(4) Other federal laws, regulations, requirements, and guidance concerning access to records pertaining to the Award, the accompanying Underlying Agreement, and any Amendments thereto.

Section 19. Use of Real Property, Equipment, and Supplies.

(a) *Federal Interest*. The Recipient agrees that the Federal Government retains a federal interest in all real property, equipment, and supplies acquired or improved for use in connection with a Project (Project property) until, and to the extent that, the Federal Government removes its federal interest.

(b) *FTA Requirements and Guidance for Use of Project Property*. The Recipient agrees that:

(1) *Satisfactory Continuing Control*. It will maintain continuing control of the use of its Project property as satisfactory to FTA, which is defined as the legal assurance that Project property will remain available to be used for its originally authorized purpose throughout its useful life or until disposition.

(2) *Appropriate Use*. It will use its Project property for appropriate purposes (including joint development purposes as well as uses that provide program income to support public transportation) for the duration of the useful life of its Project property, which may extend beyond the duration of the Award, and consistent with other requirements FTA may impose.

(3) *Delay or Failure to Use Project Property*. The Federal Government may require it to return the entire amount of federal assistance spent on its Project

property if, during the useful life of its Project property, it has unreasonably delayed using its Project property, or failed to use its Project property.

(4) *Notification*. It will notify FTA immediately when it uses any of its Project property in a manner substantially different from the representations in its Application or other documents submitted in support of the Award, or the requirements of the accompanying Underlying Agreement, or it withdraws any of its Project property from appropriate use.

(5) *FTA Guidance*. It will consult FTA guidance through its circulars or other written documents for ways in which FTA property requirements should be implemented. FTA guidance will apply unless FTA determines otherwise in writing.

(c) *General Federal Requirements*. The Recipient agrees to comply with the applicable U.S. DOT property management provisions as provided in the U.S. DOT Common Rules and this Master Agreement. The Recipient also agrees to follow FTA's reimbursement provisions pertaining to premature dispositions of certain equipment, as provided in this Master Agreement and FTA guidance.

(d) *Maintenance*. As provided in federal laws, regulations, requirements, and guidance, the Recipient agrees to maintain its Project property in good operating order, and comply with FTA regulations, "Transit Asset Management" and "National Transit Database," 49 CFR Parts 625 and 630.

(e) *Property Records*. The Recipient agrees to keep satisfactory records of its use of its Project property, and, upon request, it will provide FTA the necessary information required to assure compliance with this Master Agreement.

(f) *Incidental Use*.

(1) The Recipient agrees that any incidental use of Project property will not exceed what is permitted under applicable federal requirements and federal guidance.

(2) As provided in 49 U.S.C. § 5323(p), it may permit nontransit public entities and private entities to have incidental use of its federally assisted alternative fueling facilities and equipment, only if:

(i) The incidental use does not interfere with public transportation operations or violate the provisions of the Underlying Agreement and any Amendments thereto;

(ii) It fully recaptures all the costs related to the incidental use from any nontransit public entity or private entity that uses the alternative fueling facilities or equipment;

(iii) It uses revenues it receives from the incidental use in excess of costs for planning, capital, and operating expenses that are incurred in providing public transportation; and

(iv) Private entities pay all applicable excise taxes on fuel.

(g) *Reasonable Access for Private Intercity or Charter Transportation Operators*. The Recipient agrees to comply with 49 U.S.C. § 5323(r), and may not deny reasonable access for a private intercity or charter transportation operator to federally funded public transportation facilities, including intermodal facilities, park and ride lots, and bus-only highway lanes. In determining reasonable access, capacity requirements of the Recipient and the extent to which access would be detrimental to existing public transportation services must be considered.

(h) *Encumbrance of Project Property*. Absent the express consent of the Federal Government in writing, the Recipient agrees to preserve the federal interest in its Project property, and to maintain satisfactory continuing control of its Project property as follows:

(1) *Written Transactions*. The Recipient agrees that it will not execute any documents that would either adversely affect the federal interest in or impair its continuing control of the use of its Project property including, but not limited to, lease, transfer of title, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangements, such as a cross-border or leveraged lease, or other types of innovative financing arrangements, or any restriction, constraint, or commitment that may apply to the Project property. Upon request, the Recipient will provide a copy of any document described above to FTA.

(2) *Oral Transactions*. The Recipient agrees it will not obligate itself in any way through an oral statement to any third party with respect to its Project property that would either adversely affect the federal interest in or impair its continuing control of the use of its Project property.

(3) *Other Actions*. The Recipient agrees that it will not take any other action that would either adversely affect the federal interest in or impair its continuing control of the use of its Project property.

(i) *Useful Life of Project Property*. The Recipient agrees that:

(1) *Determining the Useful Life*. FTA may establish the useful life of Project property;

(2) *Required Use*. It will use its Project property continuously and appropriately throughout the useful life of that property;

(3) *Expired Useful Life*. When the useful life of its Project property has expired, it will comply with FTA's disposition requirements; and

(4) *Premature Withdrawal*. The Federal Government retains a federal interest in the fair market value of Project property or remaining useful life in Project property calculated based on straight line depreciation (including Project equipment acquired by a state). Therefore, if the Recipient withdraws that property from public transportation use prematurely, it will notify FTA immediately when any of its Project property is prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss.

(i) *Amount of Federal Interest*. The federal interest in the Recipient's or any of its Subrecipients' Project property will be determined based on the ratio of the federal assistance provided for that property to the actual cost of that property.

(ii) *Financial Commitments to the Federal Government*. Except as otherwise approved in writing by the Federal Government, the Recipient agrees that if its Project property is prematurely withdrawn from appropriate use:

(A) It will return an amount equal to the remaining federal interest in the withdrawn property to the Federal Government; or

(B) With FTA approval, it will invest an amount equal to the remaining federal interest in the withdrawn property in other transit property eligible for federal assistance provided through the Underlying Agreement.

(j) *Calculating the Value of Prematurely Withdrawn Project Property*. The Recipient agrees that the fair market value of Project property prematurely withdrawn from use in support of the Award (including the fair market value of project equipment acquired or improved by a state) will be calculated as follows:

(1) *Equipment and Supplies*. The fair market value of project equipment or supplies will be calculated by straight-line depreciation, based on the useful life of that equipment or supplies as established or approved by FTA. The fair market value of the Project equipment and supplies withdrawn from

proper use will be based on the value of that property immediately before it was withdrawn from appropriate use irrespective of whether the Project property was withdrawn from use due to fire, casualty, or natural disaster, and irrespective of the extent of insurance coverage.

(2) *Real Property*. The Recipient agrees that the fair market value of Project real property shall be determined by:

(i) Competent appraisal based on an appropriate date as approved by FTA, consistent with U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs," 49 CFR Part 24;

(ii) Straight line depreciation of improvements to the Project real property coupled with the value of the land determined by FTA based on appraisal; or

(iii) Other applicable federal laws, regulations, and requirements.

(3) *Exceptional Circumstances*. The Recipient agrees that the Federal Government may require another method of valuation to be used to determine the fair market value of Project real property withdrawn from service. In unusual circumstances, the Recipient may request permission to use another reasonable valuation method including, but not limited to accelerated depreciation, comparable sales, or established market values.

(k) *Insurance Proceeds*. The Recipient agrees to use any insurance proceeds it receives for Project property that has been damaged or destroyed (including insurance proceeds for Project equipment acquired or improved by a state) as follows:

(1) *Replacement*. It may apply those insurance proceeds to the cost of replacing that damaged or destroyed property;

(2) *Another Purpose*. It may use those insurance proceeds for another authorized purpose, provided that it has obtained FTA's consent in writing; or

(3) *Return to the Federal Government*. It may return to the Federal Government an amount equal to the amount of the remaining federal interest in that property that has been damaged or destroyed.

(l) *Misused or Damaged Project Property*. If any damage to Project property results from abuse or misuse occurring with the Recipient's knowledge and consent, the Recipient agrees to restore the Project property that has been damaged to its original condition, or refund the value of the federal interest in its Project property (including

the remaining federal interest in Project equipment acquired by a state), as the Federal Government may require.

(m) *Disposition of Project Property*. The Recipient agrees that disposition of its Project property may be made as provided in FTA's enabling legislation, 49 U.S.C. § 5334(h), U.S. DOT Common Rules, and the most recent edition of FTA Circular 5010.1, to the extent consistent with applicable federal laws, regulations, requirements, and guidance. The Recipient understands and agrees that under certain circumstances, the Recipient must obtain disposition instructions from FTA before disposing of Project property, including real property, equipment including rolling stock, and supplies. Disposition performed under any authority is subject to 49 U.S.C. § 5334(h)(4)(B) ("Reimbursement").

(n) *Responsibilities After Closeout*. The Recipient agrees that closeout of the Award will not change the Recipient's property management responsibilities for its Project property as provided in federal laws, regulations, requirements, and guidance effective now or at a later date, and this section of this Master Agreement.

Section 20. Transit Asset Management.

(a) *Transit Asset Management Plan*. The Recipient agrees to develop a Transit Asset Management Plan that complies with federal transit laws, specifically 49 U.S.C. § 5326, FTA regulations, "Transit Asset Management," 49 CFR Part 625, and "National Transit Database," 49 CFR Part 630, and other applicable federal laws, regulations, and requirements.

(b) *When Compliance is Required*. The Recipient agrees to, and assures that each Third Party Participant will, comply with FTA regulations, "Transit Asset Management; National Transit Database," 49 CFR Parts 625 and 630, and follow applicable federal guidance.

Section 21. Insurance.

(a) *Flood Insurance*. The Recipient agrees and assures that its Third Party Participants will agree to comply with flood insurance laws and guidance as follows:

(1) It will have flood insurance as required by the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), for any building located in a special flood hazard area (100-year flood zone), before accessing federal assistance to acquire, construct, reconstruct, repair, or improve that building.

(2) Each such building and its contents will be covered by flood insurance in an amount at least equal to the federal investment (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular

type of property under the National Flood Insurance Act of 1968, 42 U.S.C. § 4001, et seq., whichever is less.

(3) It will follow FTA guidance, except to the extent FTA determines otherwise in writing.

(b) *Other Insurance Requirements*. It will comply with the insurance requirements normally imposed by its state and local laws, regulations, and ordinances.

Section 22. Relocation and Real Property.

(a) *Relocation Protections*. Irrespective of whether federal assistance is used to pay relocation costs required under federal laws, regulations, or requirements, the Recipient agrees to:

(1) Provide fair and equitable treatment to displaced individuals and businesses that must be relocated as a result of any Project for which the FTA has provided federal assistance; and

(2) Comply with federal transit laws, specifically 49 U.S.C. § 5323(b), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. § 4601, et seq., and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR Part 24.

(b) *Nondiscrimination in Housing*. The Recipient agrees that when it must provide housing for individuals as a result of relocation, it will comply with Title VIII of the Civil Rights Act of 1968, as amended (Fair Housing Act), 42 U.S.C. § 3601, et seq., and facilitate and follow Executive Order No. 12892, "Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing," January 17, 1994, 42 U.S.C. § 3608 note, (59 Fed. Reg. 2939), except as the Federal Government determines otherwise in writing.

(c) *Prohibition Against the Use of Lead-Based Paint*. The Recipient agrees that if it constructs or rehabilitates residential structures on behalf of individuals displaced by its any Project, it will not use lead-based paint, and it will comply with Section 401(b) of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. § 4831(b), and U.S. Housing and Urban Development regulations, "Lead-based Paint Poisoning Prevention in Certain Residential Structures," 24 CFR Part 35.

(d) *Real Property Acquisition Protections*. Irrespective of whether federal assistance is used to pay real property acquisition costs required to implement the Award, the Recipient agrees to provide fair and equitable treatment to owners of real property or

interests in real property that must be acquired as a result of any Project, and comply with federal transit laws, specifically 49 U.S.C. § 5323(b), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. § 4601, et seq., and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs," 49 CFR Part 24.

(e) *Covenant Against Discrimination*. The Recipient agrees to include a covenant in the title of the real property acquired for use in any Project that assures nondiscrimination during the useful life of that real property.

(f) *Recording the Title to Real Property*. The Recipient agrees to record the federal interest in the title to real property used in connection with any Project if FTA so requires.

(g) *FTA Approval of Changes in Real Property Ownership*. Unless it receives permission or instructions from FTA, the Recipient agrees that it will not dispose of, modify the use of, or change the title to real property used in any Project, or any other interests in the site and facilities used in any Project.

Section 23. Construction.

(a) *Construction Plans and Specifications*. The Recipient agrees to comply with all applicable statutes, regulations, and requirements, and follow FTA guidance in the development and implementation of construction plans and specifications, including drafting, review, and approval, for the Award.

(b) *Seismic Safety*. The Recipient agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. § 7701, et seq., and U.S. DOT regulations, "Seismic Safety," 49 CFR Part 41, specifically, 49 C.F.R. § 41.117.

(c) *Supervision of Construction*. The Recipient agrees to maintain competent and adequate engineering supervision at the construction site of any Project to ensure that the completed work conforms to the approved plans and specifications.

(d) *Construction Reports*. For any Project or related activities involving construction, the Recipient agrees to provide progress reports and other relevant information or data, as required by FTA or the state in which construction takes place.

(e) *Major Capital Investment Projects*. If the Recipient's Project involves a Major Federal Project, it agrees to comply with all applicable federal regulations, including FTA regulations, "Major Capital Investment Projects,"49 CFR Part 611, and "Project Management Oversight," 49 CFR Part 633, to the extent that they are

consistent with applicable federal legislation, regulations, and requirements, and follow all applicable federal guidance.

Section 24. Employee Protections.

(a) *Awards Involving Construction*. The Recipient agrees to comply and assures that each Third Party Participant will comply with all federal laws, regulations, and requirements providing protections for construction employees involved in each Project or related activities with federal assistance provided through the Underlying Agreement, including the:

(1) Prevailing Wage Requirements of:

(i) Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA's "Davis-Bacon Related Act");

(ii) The Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147; and

(iii) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.

(2) Wage and Hour Requirements of:

(i) Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701, et seq.; and

(ii) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.

(3) "Anti-Kickback" Prohibitions of:

(i) Section 1 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874;

(ii) Section 2 of the Copeland "Anti-Kickback" Act, as amended, 40 U.S.C. § 3145; and

(iii) U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States," 29 CFR Part 3.

(4) Construction Site Safety of:

(i) Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, and other relevant parts of that Act, 40 U.S.C. § 3701, et seq.; and

(ii) U.S. DOL regulations, "Recording and Reporting Occupational Injuries and Illnesses," 29 CFR Part 1904; "Occupational Safety and Health Standards," 29 CFR Part 1910; and "Safety and Health Regulations for Construction," 29 CFR Part 1926.

(b) *Awards Not Involving Construction*. The Recipient agrees to comply and assures that each Third Party Participant will comply with all federal laws, regulations, and requirements providing wage and hour protections for nonconstruction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701, et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.

(c) *Awards Involving Commerce*. The Recipient agrees to comply and assures that each Third Party Participant will comply with the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201, et seq. to the extent that the FLSA applies to employees performing work with federal assistance provided through the Underlying Agreement involving commerce, and as the Federal Government otherwise determines applicable.

(d) *Public Transportation Employee Protective Arrangements*. As a condition of award of federal assistance appropriated or made available for FTA programs involving public transportation operations, the Recipient agrees to comply and assures that each Third Party Participant will comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

(1) *U.S. DOL Certification*. When its Award, the accompanying Underlying Agreement, or any Amendments thereto involve public transportation operations and are supported with federal assistance appropriated or made available for 49 U.S.C. §§ 5307 – 5312, 5316, 5318, 5323(a)(1), 5323(b), 5323(d), 5328, 5337, 5338(b), or 5339, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a certification of employee protective arrangements

before FTA may provide federal assistance for that Award. The Recipient agrees that the certification issued by U.S. DOL is a condition of the Underlying Agreement and that the Recipient must comply with its terms and conditions.

(2) *Special Warranty*. When its Underlying Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The Recipient agrees that its U.S. DOL Special Warranty is a condition of the Underlying Agreement and the Recipient must comply with its terms and conditions.

(3) *Special Arrangements for Underlying Agreements for Federal Assistance Authorized under 49 U.S.C. § 5310*. The Recipient agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not "necessary or appropriate" to apply the conditions of 49 U.S.C. § 5333(b) to any Subrecipient participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate.

Section 25. Early Systems Work Agreement.

(a) *Statutory Requirements*. If FTA enters into an Early System Work Agreement (ESWA) with the Recipient to advance the implementation of the Recipient's Capital Project, the Recipient agrees that the provisions of 49 U.S.C. § 5309(k)(3) will apply to that ESWA, the Recipient, and FTA.

(b) *ESWA Provisions*. Except to the extent that the Federal Government determines otherwise in writing, the Recipient understands and agrees that the following provisions apply to its ESWA, unless the ESWA contains specific requirements to the contrary:

(1) *Recipient Representations*. In view of the standards and commitments imposed on the Recipient by 49 U.S.C. § 5309(k)(3), the Recipient has provided sufficient representations and information to FTA so that FTA has reason to believe the following:

(i) FTA and the Recipient will enter into a Full Funding Grant Agreement for the Project; and

(ii) The terms of the ESWA will promote the ultimate completion of the Project more rapidly and at less cost.

(2) *FTA Commitments*. By entering into an ESWA with the Recipient, FTA has agreed to provide for reimbursement of the preliminary costs of carrying out the Project, including:

(i) Land acquisition;

(ii) Timely procurement of system elements for which the specifications are decided; and

(iii) Other activities that FTA decides are appropriate to make efficient, long-term Project management easier.

(3) *Time Period of the ESWA*. FTA reserves the right to determine the period of time in which the ESWA will remain in effect, even if that period extends beyond the time of the authorization of federal funding that will support the Project costs covered by the ESWA.

(4) *Interest and Other Financing Costs*. Interest and other financing costs of carrying out the ESWA efficiently and within a reasonable time are eligible ESWA costs, provided that:

(i) The interest and financing costs claimed do not exceed the cost of the most favorable financing terms reasonably available for the Project at the time of borrowing;

(ii) The Recipient has certified that it will show reasonable diligence in seeking the most favorable financing terms; and

(iii) The Recipient is able to show reasonable diligence in seeking the most favorable financing terms to support this ESWA.

(5) *Contingent Commitment*. In providing funding for the ESWA:

(i) In its discretion, FTA may include a commitment, contingent on amounts made available under a later-enacted law, to obligate an additional amount from future available budget authority to support the costs of the Recipient's ESWA; and

(ii) If FTA does make a commitment to provide funding contingent on future amounts to be specified in law, that commitment is not an obligation of the Federal Government.

(6) *Failure to Carry Out the Project*. If, for reasons within its control, the Recipient does not carry out the Project for which its ESWA was made available by FTA, the Recipient must:

(i) Repay all Federal Grant funds awarded under the ESWA from all Federal funding sources for all Project activities, facilities, and equipment; and

(ii) Pay reasonable interest and penalty charges:

(A) As established by FTA before or after FTA provided funding for the ESWA; or

(B) Allowable under law.

Section 26. Environmental Protections.

(a) *General*. The Recipient agrees to, and assures that its Third Party Participants will, comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.

(b) *National Environmental Policy Act*. An Award of federal assistance requires the full compliance with applicable environmental laws, regulations, and requirements. Accordingly, the Recipient agrees to, and assures that its Third Party Participants will:

(1) Comply and facilitate compliance with federal laws, regulations, and requirements, including, but not limited to:

(i) Federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139;

(ii) The National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321, et seq., as limited by 42 U.S.C. § 5159, and CEQ's implementing regulations 40 CFR Part 1500 – 1508;

(iii) Joint FHWA and FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622;

(iv) Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," March 5, 1970, 42 U.S.C. § 4321 note (35 Fed. Reg. 4247); and

(v) Other federal environmental protection laws, regulations, and requirements applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.

(2) Follow the federal guidance identified herein to the extent that the guidance is consistent with applicable authorizing legislation:

(i) Joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319, Accelerated Decisionmaking in Environmental Reviews," January 14, 2013;

(ii) Joint FHWA and FTA final guidance, "SAFETEA-LU Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576, November 15, 2006; and

(iii) Other federal environmental guidance applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.

(c) *Other Environmental Federal Laws*. The Recipient agrees to comply or facilitate compliance, and assures that its Third Party Participants will comply or facilitate compliance, with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order No. 11988, as amended, "Floodplain Management."

(d) *Corridor Preservation*. The Recipient agrees that:

(1) It will not develop any right-of-way acquired under 49 U.S.C. § 5323(q) in anticipation of implementing its Award until all required environmental reviews for each Project or related activities have been completed; and

(2) It will follow FTA Final Guidance on the Application of 49 U.S.C § 5323(q) to Corridor Preservation for a Transit Project, October 27, 2014.

(e) *Use of Certain Public Lands*. The Recipient agrees to comply, and assures that its Third Party Participants will comply, with U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as "section 4(f)"), and joint FHWA and FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 CFR Part 774, and referenced in 49 CFR Part 622.

(f) *Historic Preservation*. The Recipient agrees to, and assures that its Third Party Participants will:

(1) Comply with U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as "section 4(f)"), which requires certain findings be made before an Award may be undertaken if it involves the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places.

(2) Encourage compliance with the federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108.

(3) Comply with the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501, et seq.

(4) Comply with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic Properties," 36 CFR Part 800.

(5) Comply with federal requirements and follow federal guidance to avoid or mitigate adverse effects on historic properties.

(g) *Indian Sacred Sites*. The Recipient agrees to, and assures that its Third Party Participants will, facilitate compliance with federal efforts to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and Executive Order No. 13007, "Indian Sacred Sites," May 24, 1996, 42 U.S.C. § 3161 note (61 Fed. Reg. 26771).

(h) *Mitigation of Adverse Environmental Effects*.

(1) The Recipient agrees to comply with all environmental mitigation measures that may be identified as conditions that the Federal Government might impose in its finding of no significant impact or record of decision or commitments in the environmental documents that apply to the Award, such as environmental assessments, environmental impact statements, categorical exclusions, memoranda of agreement, documents required under 49 U.S.C. § 303, and other environmental documents.

(2) The Recipient agrees that:

(i) Any mitigation measures agreed on will be incorporated by reference and made part of the Underlying Agreement and any Amendments thereto;

(ii) Any deferred mitigation measures will be incorporated by reference and made part of the Underlying Agreement and any Amendments thereto as soon as agreement with the Federal Government is reached; and

(iii) Any mitigation measures agreed on will not be modified or withdrawn without the written approval of the Federal Government.

(i) *Energy Conservation*. The Recipient agrees to, and assures that its Subrecipients will, comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321, et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 CFR Part 622, subpart C.

Section 27. State Management and Monitoring Systems.

The Recipient agrees to comply with joint FHWA and FTA regulations, "Management and Monitoring Systems," 23 CFR Part 500, and FTA regulations, "Transportation Infrastructure Management," 49 CFR Part 614.

Section 28. Charter Service.

(a) *Prohibitions*. The Recipient agrees that neither it nor any Third Party Participant involved in the Award will engage in charter service, except as permitted under federal transit laws, specifically 49 U.S.C. § 5323(d), (g), and (r), FTA regulations, "Charter Service," 49 CFR Part 604, any other federal Charter Service regulations, federal requirements, or federal guidance.

(b) *Exceptions*. Apart from exceptions to the Charter Service restrictions in FTA's Charter Service regulations, FTA has established the following additional exceptions to those restrictions:

(1) FTA's Charter Service restrictions do not apply to equipment or facilities supported with federal assistance appropriated or made available for 49 U.S.C. § 5307 to support a Job Access and Reverse Commute (JARC)-type Project or related activities that would have been eligible for assistance under repealed 49 U.S.C. § 5316 in effect in Fiscal Year 2012 or a previous

fiscal year, provided that the Recipient uses that federal assistance for FTA program purposes only; and

(2) FTA's Charter Service restrictions do not apply to equipment or facilities supported with the federal assistance appropriated or made available for 49 U.S.C. § 5310 to support a New Freedom-type Project or related activities that would have been eligible for federal assistance under repealed 49 U.S.C. § 5317 in effect in Fiscal Year 2012 or a previous fiscal year, provided the Recipient uses that federal assistance for FTA program purposes only.

(c) *Violations*. If it or any Third Party Participant engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures and remedies, including withholding an amount of federal assistance as provided in FTA's Charter Service regulations, 49 CFR Part 604, appendix D, or barring it or the Third Party Participant from receiving federal assistance provided in 49 U.S.C. chapter 53, 23 U.S.C. § 133, or 23 U.S.C. § 142.

Section 29. School Bus Operations.

(a) *Prohibitions*. The Recipient agrees that neither it nor any Third Party Participant that is participating in its Award will engage in school bus operations exclusively for the transportation of students or school personnel in competition with private school bus operators, except as permitted by federal transit laws, 49 U.S.C. § 5323(f) or (g), FTA regulations, "School Bus Operations," 49 CFR Part 605, and any other applicable federal "School Bus Operations" laws, regulations, requirements, or applicable federal guidance.

(b) *Violations*. If a Recipient or any Third Party Participant has operated school bus service in violation of FTA's School Bus laws, regulations, or requirements, FTA may require the Recipient or Third Party Participant to take such remedial measures as FTA considers appropriate, or bar the Recipient or Third Party Participant from receiving federal transit assistance.

Section 30. Geographic Information and Related Spatial Data.

The Recipient agrees that each Project or related activity that implements the Award will conform to the Federal Geographic Data Committee's National Spatial Data Infrastructure if the Project or related activity directly or indirectly involves spatial data, or geographic information systems, and it will follow U.S. OMB Circular A-16, "Coordination of Geographic Information and Related Spatial Data Activities," August 19, 2002, and U.S. OMB Circular A-16 Supplemental Guidance, "Geospatial Line of Business," November 10, 2010.

Section 31. Federal "$1 Coin" Requirements.

The Recipient agrees to comply with section 104 of the Presidential $1 Coin Act of 2005, 31 U.S.C. § 5112(p), its equipment and facilities will be fully capable of accepting and dispensing $1 coins when coins or currency are required to use that equipment or those facilities, and it will display signs and notices of the $1 coin capability of its equipment and facilities on its premises, including vending machines, where coins or currency are used.

Section 32. Public Transportation Safety.

The Recipient agrees to comply with applicable federal laws, regulations, and requirements and follow applicable guidance that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329.

Section 33. Motor Carrier Safety.

(a) *Financial Responsibility*. The Recipient agrees to comply and assures that its Third Party Participants will comply with the economic and insurance registration requirements of the:

(1) U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, "Minimum Levels of Financial Responsibility for Motor Carriers," 49 CFR Part 387, if it is engaged in operations requiring compliance with 49 CFR Part 387, it is engaged in interstate commerce, and it is not within a defined commercial zone; and

(2) The provisions of 49 U.S.C. § 31138(e)(4), which supersede inconsistent provisions of 49 CFR Part 387, and reduce the amount of insurance the Recipient must obtain to the highest amount required by any state in which the public transportation provider operates, if it operates within a public transportation service area located in more than one state, and receives federal assistance under 49 U.S.C. §§ 5307, 5310, and 5311.

(b) *U.S. FMCSA Requirements*. The Recipient agrees to comply and assures that its Third Party Participants will comply with:

(1) The safety requirements of U.S. FMCSA regulations, "Federal Motor Carrier Safety Regulations," 49 CFR Parts 390 – 397, to the extent applicable; and

(2) The driver's license requirements of U.S. FMCSA regulations, "Commercial Driver's License Standards, Requirements, and Penalties," 49 CFR Part 383, and "State Compliance with Commercial Driver's License," 49 CFR Part 384, to the extent applicable, with the substance abuse requirements and guidance of U.S. FMCSA's regulations, "Controlled Substances and Alcohol

Use and Testing," 49 CFR Part 382, and implementing federal guidance, to the extent applicable.

Section 34. Safe Operation of Motor Vehicles.

(a) *Seat Belt Use*. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

(1) Adopting and promoting 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; and

(2) Including a "Seat Belt Use" provision in each third party agreement related to the Award.

(b) *Distracted Driving, Including Text Messaging While Driving*. The Recipient agrees to comply with:

(1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225);

(2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and

(3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(i) *Safety*. The Recipient 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 Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;

(ii) *Recipient Size*. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and

(iii) *Extension of Provision*. The Recipient agrees to include the preceding Special Provision of section 34(b)(3)(i) – (ii) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

Section 35. Substance Abuse.

(a) *Drug-Free Workplace*. The Recipient agrees to:

(1) Comply with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 8103, et seq.;

(2) Comply with U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR Part 32; and

(3) Follow and facilitate compliance with U.S. OMB regulatory guidance, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 2 CFR Part 182, particularly where the U.S. OMB regulatory guidance supersedes comparable provisions of 49 CFR Part 32.

(b) *Alcohol Misuse and Prohibited Drug Use*.

(1) *Requirements*. The Recipient agrees to comply and assures that its Third Party Participants will comply with:

(i) Federal transit laws, specifically 49 U.S.C. § 5331;

(ii) FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655; and

(iii) Applicable provisions of U.S. DOT regulations, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," 49 CFR Part 40.

(2) *Remedies for Non-Compliance*. The Recipient agrees that if FTA determines that the Recipient or a Third Party Participant receiving federal assistance under 49 U.S.C. chapter 53 is not in compliance with 49 CFR Part 655, the Federal Transit Administrator may bar that Recipient or Third Party Participant from receiving all or a portion of the federal transit assistance for public transportation it would otherwise receive.

Section 36. Protection of Sensitive Security and Other Sensitive Information.

The Recipient agrees to comply with the following requirements for the protection of sensitive security information:

(a) The Homeland Security Act, as amended, specifically 49 U.S.C. § 40119(b), and U.S. DOT regulations, "Protection of Sensitive Security Information," 49 CFR Part 15;

(b) The Aviation and Transportation Security Act, as amended, 49 U.S.C. § 114(r), and U.S. Department of Homeland Security, Transportation Security Administration regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520;

(c) U.S. DOT Common Rules, which require the Recipient to implement, and to require its Subrecipients, if any, to implement reasonable measures to safeguard protected personally identifiable information as well as any information that the FTA or pass-through entity designates as sensitive; and

(d) National Archives and Records Administration regulations, "Controlled Unclassified Information," 32 CFR Part 2002.

Section 37. Special Notification Requirements for States.

(a) *Types of Information*. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

(1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;

(2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and

(3) The amount of federal assistance FTA has provided for a State Program or Project.

(b) *Documents*. The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

Section 38. Freedom of Information.

(a) *Applicability*. The Recipient agrees that the Freedom of Information Act (FOIA), 5 U.S.C. § 552, as amended, applies to most information submitted to FTA and U.S. DOT, whether electronically or in typewritten hard copy.

(b) *Records*. The Recipient agrees that all records it submits to FTA will become federal agency records and may be subject to release in response to a FOIA request unless FTA in its sole discretion determines that a valid exemption under FOIA or another statute applies. Unless FTA explicitly states otherwise in writing, FTA does not make any assurance that it will keep private any records submitted to FTA.

(c) *Confidentiality*. President Obama's "Memorandum for the Heads of Executive Departments and Agencies on the Freedom of Information Act," dated January 21, 2009, directs federal agencies to adopt a presumption that information should generally be disclosed when requested, and therefore the Recipient agrees that:

(1) Unless a federal law or regulation requires that a document or other information be withheld, FTA does not consent to withhold information, irrespective of its format, merely because it is accompanied by a "routine" confidentiality statement that may appear on:

(i) Information about the Award, the accompanying Underlying Agreement, and any Amendments thereto;

(ii) Information accompanying or supplementing the Award, the accompanying Underlying Agreement, and any Amendments thereto; or

(iii) Any other information FTA may obtain.

(2) As provided in federal laws, regulations, requirements, and guidance, FTA will review the information and documents that are the subject of each FOIA request to determine the extent to which FTA must or should exercise its discretion to withhold that information or those documents.

(3) Any genuinely confidential, privileged, or sensitive security information will be marked clearly and specifically as confidential or privileged, and justified as confidential or privileged under FOIA standards. The Recipient will mark all sensitive security information (SSI), as defined by 49 C.F.R. § 15.5, as set forth in 49 C.F.R. § 1520.13. The Recipient will not mark non-SSI material as SSI. Also refer to Section 36 of this Agreement, regarding the protection of SSI and other sensitive information.

Section 39. Disputes, Breaches, Defaults, and Litigation.

(a) *FTA Interest*. FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.

(b) *Notification to FTA; Flow Down Requirement*. 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) *Additional Notice to U.S. DOT Inspector General*. 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, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. 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. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

(c) *Federal Interest in Recovery*. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA's prior written concurrence.

(d) *Enforcement*. The Recipient must pursue its legal rights and remedies available under any third party agreement or any federal, state, or local law or regulation.

Section 40. Amendments to the Underlying Agreement.

(a) *When Required*. An Amendment to the Underlying Agreement is required under the following circumstances:

(1) A change in the scope of work or an addition of federal assistance to an existing Award (regardless of whether the source of assistance is the same or different);

(2) A change to the scope of work that necessitates a change in the distribution of federal assistance across scope codes or activities; or

(3) The Award includes multiple sources of financial assistance and the action requires the addition of a new Scope to a Project.

(b) *Process*. An amendment to the Underlying Agreement must be submitted and approved in TrAMS, and must meet the same application requirements as would apply to a request for a new Award.

Section 41. FTA's Transit Award Management System (TrAMS).

The Recipient agrees to submit its application for an Award, reports, documents, or other information required by federal law, regulations, or requirements, through FTA's Transit Award Management System (TrAMS). To submit its application, reports, documents, or information required to FTA, any signature submitted for use in TrAMS must comply with the requirements

of the Electronic Signatures in Global and National Commerce Act (E-Sign Act), 15 U.S.C. §§ 7001, et seq.

Section 42. Information Obtained through Internet Links.

Although this Master Agreement may include electronic links to federal laws, regulations, requirements, and guidance, FTA does not guarantee the accuracy of the information that may accessed through such links. Accordingly, the Recipient understands and agrees that any information obtained through any electronic link within this Master Agreement does not represent an official version of a federal law, regulation, or requirement, and might be inaccurate. Therefore, any information that is obtained through such links is neither incorporated by reference nor made part of this Master Agreement. The Federal Register and the Code of Federal Regulations are the official sources for regulatory information pertaining to the Federal Government.

Section 43. Severability.

The Recipient agrees that if any provision of the Underlying 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.

SPECIAL PROVISIONS FOR SPECIFIC PROGRAMS

Section 44. Special Provisions for All Public Transportation Innovation, Technical Assistance or Workforce Development Programs.

(a) *Applicability*. The Recipient understands and agrees that this section of the Master Agreement applies to the following programs to which FTA provides federal assistance, including the following programs:

(1) Programs authorized under 49 U.S.C. § 5312, irrespective of the fiscal year for which the appropriations that supported the Underlying Agreement were authorized;

(2) Programs authorized under former 49 U.S.C. § 5313, irrespective of the fiscal year for which the appropriations that supported the Underlying Agreement were authorized;

(3) Programs authorized under 49 U.S.C. § 5314, irrespective of the fiscal year for which the appropriations that supported the Underlying Agreement were authorized;

(4) Programs authorized by the repealed section 3045 of SAFETEA-LU;

(5) Programs authorized by the repealed section 3046 of SAFETEA-LU; and

(6) Other similar Programs for which FTA awards federal assistance under 49 U.S.C. §§ 5312 or 5314, as amended, or other similar research-type or technical assistance authorizing legislation.

(b) *Provisions for Underlying Agreements for Public Transportation Innovation or Technical Assistance and Workforce Development Awards*. The Recipient agrees that the following provisions will apply to the Underlying Agreement for a Public Transportation Innovation or Technical Assistance and Workforce Development Project or related activities:

(1) *Report*. The Recipient agrees that in addition to any other Report FTA may require, the Recipient will prepare and submit to FTA a Report of each Project and related activities that describes the subject (or subjects) investigated, the methods used, the results, and the conclusions reached, is satisfactory, sufficiently organized, well-written, and comprehensive.

(2) *Disclaimer*. The Report must contain the following disclaimer: "This document is disseminated under the sponsorship of the United States Department of Transportation, Federal Transit Administration, in the interest

of information exchange. The United States government assumes no liability for the contents or use thereof. The United States government does not endorse products or manufacturers. Trade or manufacturers' names appear herein solely because they are considered essential to the contents of the report."

(3) *Format*. The Report must comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194, and the specific publication elements and report style guide at http://www.fta.dot.gov/research/program_requirements. The Report must identify clearly and precisely any specific information or data that is confidential, privileged, or proprietary and is contained within any report or document.

(4) *Publication*. Except for confidential, privileged, or proprietary information in the Report, FTA may publish the Report, and make it available for publication on the Internet or in any other venue.

(5) *Identification of Federal Assistance*. The Recipient agrees that:

(i) It will display information on any product developed with federal assistance for 49 U.S.C. § 5312 for which the U.S. Department of Transportation, Federal Transit Administration provided federal assistance to support the development of the product that is tangible and is produced from, or is a result of, a Project, is a deliverable, and visible to the public, or is or will be made available to other research organizations, or public transportation providers, and consists of equipment, a prototype, hardware, construction, reports, data, software, internet pages, or any similar item.

(ii) The information required will be given using an appropriate sign, designation, or notice.

(c) *Special Disposition Provision*. In addition to other disposition provisions, FTA may vest title in tangible personal property used in the conduct of basic or applied scientific research in a nonprofit institution of higher education or in a nonprofit organization whose primary purpose is conducting scientific research, provided the requirements of 31 U.S.C. § 6306 are met.

(d) *Protection of Human Subjects*. The Recipient agrees to comply with the protections for human subjects involved in a Project or related activities supported with federal assistance through the Underlying Agreement, as required by the National Research

Act, as amended, 42 U.S.C. § 289, et seq., and U.S. DOT regulations, "Protection of Human Subjects," 49 CFR Part 11.

(e) *Protection of Animals*. The Recipient agrees to comply with the protections for animals involved in a Project or related activities, as required by the Animal Welfare Act, as amended, 7 U.S.C. § 2131, et seq., and U.S. Department of Agriculture regulations, "Animal Welfare," 9 CFR Parts 1, 2, 3, and 4.

(f) *Export Control*. The Recipient understands and agrees that before exporting any information that is subject to federal export requirements, it must first obtain the necessary federal license(s), and comply with the federal export control regulations of the U.S. Department of Commerce, Bureau of Industry and Security, "Export Administration Regulations," specifically, 15 CFR Parts 730, et seq., U.S. Department of State, U.S. Department of the Treasury, and U.S. Department of Defense.

Section 45. Special Provisions for the State Safety Oversight Grant Program.

In administering any State Safety Oversight Grant Program Award under 49 U.S.C. § 5329(e)(6), the Recipient agrees to comply with 49 U.S.C. § 5329(e)(6).

Section 46. Special Provisions for the State Infrastructure Bank (SIB) Program.

(a) *Federal Laws, Regulations, Requirements, and Guidance*. The State, as the Recipient, agrees to administer its Underlying Agreement to support its SIB consistent with federal laws, regulations, requirements, and guidance, including, but not limited to:

(1) Title 23, U.S.C. (Highways), specifically 23 U.S.C. § 610, to the extent required under the FAST Act, and other applicable federal legislation;

(2) Federal transit laws, specifically 49 U.S.C. § 5323(o), which requires compliance with 49 U.S.C. §§ 5307, 5309, and 5337 for Underlying Agreements to which MAP-21 and the FAST Act apply;

(3) Section 350 of the National Highway System Designation Act of 1995, as amended, (NHS Act), 23 U.S.C. § 101 note, to the extent this section has not been superseded by 23 U.S.C. § 610;

(4) Any federal law enacted or federal regulation or requirements promulgated at a later date applicable to the Underlying Agreement;

(5) All other applicable federal guidance that may be issued;

(6) The terms and conditions of any U.S. DOL certification(s) of employee protective arrangements;

(7) The SIB Cooperative Agreement establishing the SIB in the state, signed by the Executive Director of the Build America Bureau, the Federal Transit Administrator, authorized state official(s) or their authorized designees, and if applicable, the administrator (or designee) for any other federal modal agency that the State wishes to include in its SIB; and

(8) The FTA Grant Agreement providing federal assistance for the Underlying Agreement in support of its SIB, except that any provision of this Master Agreement that would otherwise apply to a SIB Project does not apply to the Underlying Agreement if it conflicts with any other federal law or regulation applicable to a SIB, federal SIB Guidelines, the SIB Cooperative Agreement, or the Underlying Agreement, but the conflicting provision of this Master Agreement will prevail, however, if FTA expressly determines so in writing.

(b) *Limitations on Accessing Federal Assistance in the Transit Account*. The Recipient understands that the total amount of federal assistance awarded under the Grant Agreement to be supported with SIB deposits may not be available for immediate withdrawal. The State and the Recipient agree to restrict the amount of federal assistance it withdraws from its SIB to an amount not exceeding the limits specified in its Grant Agreement in support of the SIB or the Award Budget for that Grant Agreement.

Section 47. Special Provisions for the TIFIA and RRIF Programs.

(a) *Federal Laws, Regulations, Requirements, and Guidance*. The Recipient agrees to administer any Underlying Agreement for TIFIA or RRIF credit assistance as required by and in accordance with the terms of the Underlying Agreement.

(b) *Default*. The Recipient agrees that FTA may declare the Recipient in violation of this Master Agreement if there has been an Event of Default according to an Underlying Agreement for TIFIA or RRIF assistance, and that Event of Default is not cured within 90 days.

(c) *Order of Precedence*. Any provision of this Master Agreement that is applicable to the Recipient's Underlying Agreement for TIFIA or RRIF assistance but that conflicts with the laws, regulations, and requirements applicable to the Recipient's Underlying Agreement for TIFIA or RRIF assistance, will not apply to the Recipient's TIFIA or RRIF Loan, Loan Guarantee, Line of Credit, or Master Credit Agreement, unless FTA determines otherwise in writing.

Section 48. Special Provisions for the Joint FTA–FRA Program.

(a) *General Legal Requirements*. When both FTA and the U.S. Federal Railroad Administration (FRA) make federal assistance available for the same Underlying Agreement, the Recipient understands and agrees to administer the Underlying Agreement to achieve maximum compliance with FTA's statutory and regulatory requirements, FRA's statutory and regulatory requirements, and other federal statutory requirements.

(b) Disadvantaged Business Enterprises.

(1) The Recipient acknowledges and understands that the statutory and regulatory provisions relating to disadvantaged business enterprises (DBE) differ significantly between FTA and FRA, including Section 1101(b) of the FAST Act (23 U.S.C. § 101 note) and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26, both of which apply to FTA, but not to FRA.

(2) FRA is not authorized to use FTA's DBE regulations, and consequently the Recipient agrees to comply with the statutory and regulatory DBE provisions that apply to federal assistance provided by FTA when using that federal assistance for purchases.

(3) The Recipient agrees to use the "contracting with small and minority firms, women's business enterprise" provisions of the applicable U.S. DOT Common Rules.

(c) *Buy America*. The Recipient agrees that statutory and regulatory Buy America provisions that apply to federal assistance authorized for FTA differ from those that apply to federal assistance authorized for FRA. Therefore, the Recipient agrees that:

(1) It must comply with FTA's statutory and regulatory Buy America provisions to the extent that the purchases are for a Project or related activities that implement the Underlying Agreement;

(2) It must comply with FRA's statutory and regulatory Buy America provisions, section 301(a) of the Passenger Rail Investment and Improvement Act of 2008 (PRIIA), Pub L. 110-432, October 16, 2008, and 49 U.S.C. § 24405(a), to the extent that the purchases are required to comply with FRA Buy America requirements; and

(3) If it uses federal assistance authorized for FTA and for FRA to finance a purchase, the Recipient agrees to comply with both FTA's and FRA's requirements.

(d) *Force Account – Procurement*. The Recipient agrees that FTA deems section 16(j) of this Master Agreement to be satisfied for work that is performed by the railroad's force account employees if a Project or related activities are being conducted on the property of a railroad, and under the railroad's collective bargaining agreements with its employees, certain work to be performed for the Recipient must be performed by force account employees.

(e) *Procurement of Rolling Stock*. The Recipient agrees that if FRA requires the Recipient to acquire any rolling stock for the Underlying Agreement from the Next Generation Corridor Equipment Pool Committee that has been established under section 305 of PRIIA, FTA deems section 15 of this Master Agreement to be satisfied.

(f) *Use of Real Property, Equipment, and Supplies*. The Recipient agrees that application of section 19 of this Master Agreement is reserved.

(g) *Davis-Bacon*. The Recipient agrees that, as provided in 49 U.S.C. § 24312, wages paid to railroad employees at rates provided in a collective bargaining agreement negotiated under the Railway Labor Act, 45 U.S.C. § 151, et seq., are deemed to comply with the requirements of the Davis-Bacon Act, 40 U.S.C. § 3141, et seq., and satisfy section 24 of this Master Agreement.

(h) *Employee Protective Arrangements*. The Recipient agrees to pass down to a railroad employee subject to the Railway Labor Act, 45 U.S.C. § 151, et seq., protective arrangements as provided in a special Attachment to FTA's Grant Agreement or Cooperative Agreement with the Recipient, and not pass down employee protective arrangements as provided in section 24 of this Master Agreement.

(i) *Motor Carrier Safety*. The Recipient agrees that railroad signal employees and their employers must comply with the hours of service requirements of 49 U.S.C. § 21104, see 49 U.S.C. § 21104(e), and FRA's hours of service regulation, specifically 49 CFR Part 228, and that section 33 of this Master Agreement does not apply to railroad signal employees concerning hours of service.

(j) *Railroad Safety*. The Recipient agrees that a railroad subject to FRA's safety jurisdiction must comply with the federal railroad safety laws.

APPENDIX A
TRIBAL TRANSIT PROGRAM—APPLICABLE PROVISIONS

FTA recognizes that several provisions of this Master Agreement generally applicable to other programs do not apply to the Tribal Transit Programs or the Indian Tribes that are the Direct Recipients of federal assistance under those Programs. The following sections of this Master Agreement are not applicable to the Tribal Transit Programs:

Section 14(a)(1) and 14(b) – Private Enterprise

Section 22(e) – Relocation and Real Property

Section 27 – State Management and Monitoring Systems

Section 30 – Geographic Information and Related Spatial Data

Section 37 – Special Notification Requirement for States

However, this list is not intended to be comprehensive and FTA may determine that other provisions are not applicable depending upon the Underlying Agreement for the Tribal Transit or a Tribe having entered into a compact and funding agreement with the U.S. Department of Transportation pursuant to the Tribal Transportation Self-Governance Program (23 U.S.C. 207; 49 CFR Part 29).

ATTACHMENT B

Exhibit D: Cost Proposal Sheet
(Fill-in Yellow Highlighted Cells)

Table 1: Scope of Work Task Pricing	
Description	**Cost of Needs**
Task 1: Project Management	
Task 2: Design and Permitting *Costs proposed in this section shall* ***not*** *include the cost of the station equipment. Cost of the station equipment is to be included in Table 2. The cost for all other elements of Task 2 will be included here.*	
Task 3: Installation	
Task 4: Commissioning	
Task 5: Training	
Task 6: Maintenance and Support Services *Cost proposed in this section shall be the total cost for maintenance and support services, as outlined in Task 6, for the initial term of three years.*	
Task 7: Provision of Fuel *N/A as cost proposed in this section shall be included in Table 3.*	N/A
Task 8: System Decommissioning and Site Restoration	
SUBTOTAL	$ -

Table 2: Equipment Purchases	Cost of Needs
Station Equipment	
SUBTOTAL	$ -

Table 3: Fuel Charges Maximum Not to Exceed Price	Initital Term *Begins with Commmissioing of Station*			Option Term	Option Term
	YEAR ONE	**YEAR TWO**	**YEAR THREE**	**YEAR FOUR**	**YEAR FIVE**
Estimated Annual Fuel Usage (kg)	5,168	5,168	5,168	5,168	5,168
Price of Product ($ per kg)					
Delivery Charge ($ per delivery)					
Tube Trailer Rental ($ per month)					
Taxes					
Other Charges (must define and list below)					
SUBTOTAL					

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 4414 WITH ZEROUP ENERGY, INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **May 18, 2026** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and ZeroUp Energy, Inc. (the "VENDOR"). The CITY and the VENDOR are sometimes referred to herein individually as the "Party," and collectively as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional vendor to provide temporary hydrogen fueling services, engineering support, and permitting assistance for Montebello Bus Lines' zero-emission fleet within the CITY; and

WHEREAS, the VENDOR represents that it is fully qualified to perform such services by virtue of its experience and the training, education, technical expertise, and specialized qualifications of its principals, employees, and personnel.

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. The VENDOR shall provide to the CITY those services set forth fully in the VENDOR'S Scope of Services and associated cost proposal attached hereto as Exhibit "A" and incorporated fully herein by this reference (the "Scope of Services")..

b. The VENDOR shall complete the Scope of Services in a timely manner and in accordance with the agreed-upon project schedule established by the Parties.

c. The VENDOR shall be compensated in an amount not-to-exceed Forty-Nine Thousand Nine Hundred Fifty Dollars ($49,950) for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as Exhibit "A" and incorporated fully herein by this reference ("Compensation"). The VENDOR shall provide an itemized invoice to the CITY for services performed. 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 upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire six (6) months from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2) one-year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by CITY's applicable, department head.

SECTION 4. PERFORMANCE.

a. The 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.

- **Professional Liability** insurance appropriate to the VENDOR'S profession, with limit no less than $1,000,000 per occurrence or claim, $1,000,000 aggregate.

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 CONTACTOR 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 – Department of Transportation Attn: John Soria, Director of Transportation 400 South Taylor Avenue Montebello, CA 90640 (323) 558-1625 ext. Email: JSoria@montebelloca.gov
If to VENDOR:	ZeroUp Energy, Inc. Attn: Jonathan Palacios-Avila 15188 Horizon St, Unit 2 Fontana, CA 92336 (323) 804-5067 Email: jpa@zeroupinc.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 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")

CITY OF MONTEBELLO

Raul Alvarez (May 19, 2026 13:20:53 PDT)

Raul Alvarez, City Manager

("VENDOR")

ZEROUP ENERGY, INC.

Brittany Avila (May 19, 2026 13:09:10 PDT)

Jonathan Palacios-Avila, CEO

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Contractor's Proposal
- Exhibit B – Schedule of Compensation

MBL

Temporary Hydrogen Refueling Solution- *Revised 5/28/2026*

JONATHAN PALACIOS-AVILA

ZEROUP ENERGY, INC
EIN: 33-3519502
323-804-5067
jpa@zeroupinc.com
15188 Horizon St Fontana, CA 92336 Unit #2

1. Executive Summary

ZeroUp Energy is pleased to present a flexible and scalable mobile hydrogen fueling proposal to support Montebello Bus Lines' transition to zero-emission transportation. Building upon our experience supporting hydrogen transit operations throughout California, this proposal is specifically designed to provide Montebello with a rapid-deployment, low-risk, and cost-effective fueling solution for its initial fleet of New Flyer Fuel Cell Electric Buses (FCEBs).

Recognizing the importance of operational flexibility and minimal infrastructure impacts, this proposal includes two mobile fueling options designed to accommodate both near-term fleet deployment and long-term expansion. Both solutions are centered around proven high-pressure hydrogen storage technology and are intended to minimize permitting complexity, reduce installation timelines, and provide reliable hydrogen fueling availability with little to no permanent site modifications.

The proposed solutions are designed to:

- Support immediate deployment of hydrogen bus operations
- Minimize upfront infrastructure and construction requirements
- Provide safe, code-compliant fueling operations
- Allow future scalability as the fleet expands
- Reduce operational disruptions to existing transit activities
- Maintain flexibility while permanent fueling infrastructure is evaluated

Both fueling approaches utilize high-pressure gaseous hydrogen storage and are supported by ZeroUp Energy's operational expertise in hydrogen logistics, mobile fueling operations, and transit fleet support. Each option provides unique advantages while maintaining the same core commitments of safety, reliability, rapid deployment, regulatory compliance, and operational support.

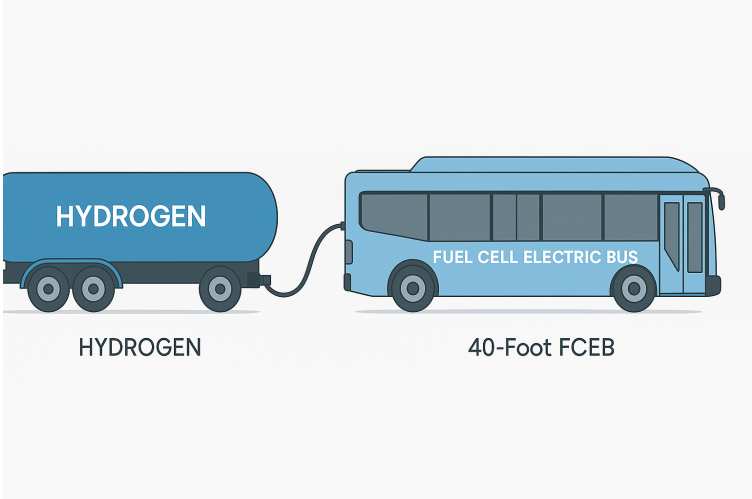
Option 1: Mobile Nozzle-Only Fueling Configuration (Zero Power / Minimal Infrastructure)

Option 1 utilizes a high-pressure hydrogen storage trailer with a simplified nozzle-based fueling configuration requiring no external electrical connection, trenching, or permanent site work.

Hydrogen fueling is performed through direct high-pressure cascade fueling principles, providing a simple and highly deployable fueling solution for smaller transit fleets.

Key advantages include:

- No external power or utility connection required
- No trenching, permanent foundations, or major site modifications
- Rapid deployment with minimal installation requirements
- Lower overall project complexity and cost
- Reduced permitting and construction impacts
- Flexible mobile fueling operations tailored to small fleet deployments



This option represents the simplest and fastest pathway for Montebello Bus Lines to begin hydrogen fueling operations while maintaining flexibility for future infrastructure planning.

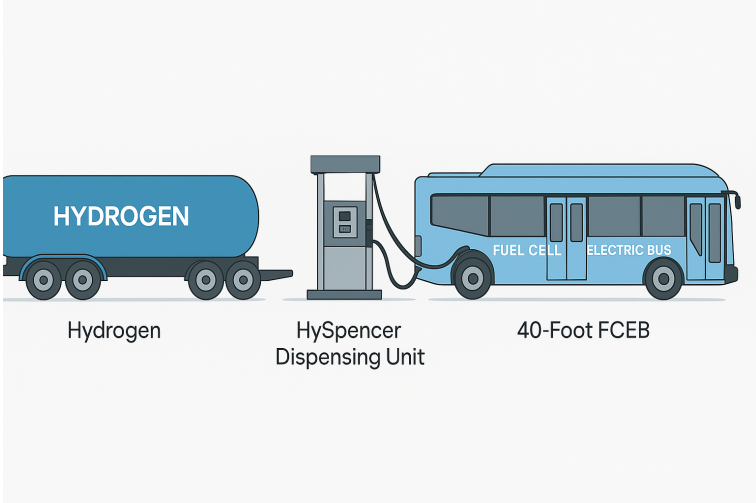
Option 2: Mobile Hydrogen Fueling System with Compression-Assisted Dispensing

Option 2 consists of a high-pressure hydrogen storage trailer integrated with a mobile compression-assisted dispensing system capable of fueling buses at 350 bar utilizing industry-standard fueling protocols and connectors.

This option is intended to provide a fueling experience similar to a permanent hydrogen station while maintaining the flexibility and mobility of a temporary fueling solution.

Key advantages include:

- Enhanced fueling performance and optimized bus fills through compression-assisted dispensing
- Improved fueling consistency across varying trailer pressures
- Minimal permanent infrastructure requirements
- Modular and self-contained fueling architecture
- Scalable design capable of supporting additional buses in the future
- Compliance with applicable SAE fueling standards and transit fueling requirements



This configuration is ideal for agencies seeking a higher-performance fueling solution while still avoiding the cost and schedule impacts associated with permanent station construction.

Phased Deployment and Future Transition Strategy

ZeroUp Energy understands that Montebello Bus Lines is currently evaluating long-term fueling infrastructure associated with the future Truck Way site improvements and fleet expansion plans. As a result, the proposed mobile fueling approach is intentionally designed to support a phased transition strategy.

Under this approach, Montebello may initially deploy Option 1 as an immediate, low-cost, and low-infrastructure fueling solution to support early hydrogen bus operations while minimizing permitting, construction, and utility coordination requirements at the current facility.

Once the future Truck Way site is operational and capable of supporting additional infrastructure, Montebello may seamlessly transition to Option 2 by integrating a compression-assisted mobile dispenser system capable of providing enhanced fueling performance and a station-like fueling experience.

This phased approach provides several strategic advantages:

- Immediate hydrogen fueling capability without waiting for permanent site development
- Reduced upfront infrastructure costs during early fleet deployment
- Flexibility to scale fueling operations alongside fleet growth
- Ability to utilize existing mobile hydrogen assets during future expansion
- Reduced operational disruption during site transition activities
- A clear pathway toward more advanced fueling infrastructure over time

By structuring the project in phases, Montebello Bus Lines can begin zero-emission hydrogen operations immediately while preserving long-term flexibility as the Truck Way facility and future fueling needs evolve.

Shared Benefits of Both Options

Regardless of the fueling configuration selected, ZeroUp Energy provides the following core project benefits:

- Rapid deployment aligned with bus delivery schedules
- Mobile fueling architecture designed to minimize site impacts
- Hydrogen fuel meeting SAE J2719 purity specifications
- Compliance with applicable NFPA, SAE, IFC, CGA, ASME, and related safety standards
- Fuel delivery coordination and operational support services
- Preventative maintenance and technical support
- Safety training and fueling procedures for transit personnel
- Emergency response coordination and operational troubleshooting support
- Flexible fueling schedules coordinated around transit operations

- Scalable infrastructure capable of supporting future fleet growth

As Montebello expands its hydrogen fleet, the proposed mobile fueling platform can be expanded through additional storage trailers, increased delivery frequency, or future integration into permanent station infrastructure without disrupting ongoing operations.

A Flexible and Low-Risk Pathway to Zero-Emission Transit

ZeroUp Energy brings extensive experience in hydrogen fueling operations, mobile fueling deployments, hydrogen logistics, and transit fleet support throughout California and the western United States.

Our team understands the operational realities associated with deploying hydrogen transit fleets and has developed this proposal to provide Montebello Bus Lines with:

- A practical and operationally simple fueling strategy
- A low-risk deployment pathway
- Minimal infrastructure and permitting challenges
- Reliable hydrogen availability and fueling support
- A scalable platform for long-term fleet transition goals

Montebello Bus Lines' transition toward hydrogen fuel-cell transportation represents an important step toward achieving long-term zero-emission goals. Our dual-option approach allows the agency to select the fueling strategy that best aligns with operational priorities, project timelines, infrastructure constraints, and budget considerations while maintaining safety, reliability, and future scalability.

ZeroUp Energy welcomes the opportunity to partner with Montebello Bus Lines and support the successful deployment of its zero-emission hydrogen fleet.

2. Team Qualifications

ZeroUp Energy is a hydrogen solutions provider focused on delivering reliable, scalable, and operationally practical fueling solutions for transit agencies and zero-emission fleets throughout California. Founded by industry professionals with more than a decade of direct experience in hydrogen fueling infrastructure, fuel-cell vehicle support, and station operations, ZeroUp specializes in mobile fueling deployments, hydrogen logistics coordination, and temporary fueling infrastructure for transit and heavy-duty transportation applications.

The ZeroUp team brings extensive hands-on experience supporting hydrogen fueling operations across a variety of environments, including transit agencies, heavy-duty trucking demonstrations, industrial applications, ports, and temporary fueling deployments. Our experience spans station development, hydrogen supply coordination, mobile dispensing systems, permitting support, safety compliance, fleet operations, and onsite fueling management.

ZeroUp's operational model is specifically designed to provide agencies with flexible and rapidly deployable fueling solutions that minimize infrastructure impacts while maintaining safety, reliability, and compliance with applicable industry standards.

Our team's expertise includes:

- Mobile hydrogen fueling operations and deployment
- Hydrogen logistics and fuel supply coordination
- High-pressure gaseous hydrogen storage systems
- Compression-assisted and cascade fueling systems
- Transit fleet fueling operations and scheduling
- Hydrogen station development and commissioning
- Regulatory compliance and safety planning
- Operator and first-responder training
- Preventative maintenance and operational support
- Fuel quality management and SAE compliance

ZeroUp has successfully supported hydrogen fueling projects throughout California utilizing both permanent and temporary fueling configurations. Our experience includes direct trailer-to-vehicle fueling, mobile dispenser deployments, compression-assisted fueling, and rapid-response fueling support for transit and demonstration projects.

The company's technical and operational experience allows us to deliver a complete turnkey solution that includes fuel supply coordination, equipment deployment, onsite fueling support, maintenance coordination, safety management, and operational oversight.

Project Leadership & Key Personnel

Jonathan Palacios-Avila – Administration Lead

Jonathan oversees all aspects of project coordination, fuel supply management, customer relations, and operational execution. With academic backgrounds in Biochemistry and Public Administration from California State University Los Angeles, Jonathan brings over 10 years of direct hydrogen industry experience, including hydrogen station development, fuel-cell technologies, fueling operations, permitting coordination, and zero-emission fleet support.

His experience includes co-founding hydrogen infrastructure initiatives, supporting transit fueling deployments, and managing operational logistics associated with mobile hydrogen fueling systems throughout California.

John Avila – Development Manager

John manages engineering coordination, site planning, permitting support, commissioning activities, and operational implementation. With more than 27 years of civil engineering and infrastructure development experience, John provides expertise in utility coordination, construction oversight, land development, public works, and hydrogen fueling infrastructure.

His background includes hydrogen station construction support, utility coordination with major California utilities, permitting management, and oversight of complex infrastructure projects requiring multi-agency coordination.

Melissa Gilbert – Business Operations Manager

Melissa oversees project logistics, procurement coordination, operational administration, financial management, and compliance tracking. She brings more than 16 years of experience in operations management, transportation logistics, procurement, and vendor coordination, including several years directly supporting hydrogen fueling operations and zero-emission fleet projects.

Her experience managing logistics and operational workflows supports reliable project execution, fuel delivery coordination, and ongoing operational continuity.

Hydrogen Operations & Mobile Fueling Experience

ZeroUp's team has direct experience supporting hydrogen fueling operations for both temporary and permanent applications throughout California. Our operational capabilities include:

- Mobile transit bus fueling
- High-pressure hydrogen trailer deployments

- Compression-assisted fueling operations
- Temporary fueling support during station outages or construction
- OEM and demonstration fleet support
- Hydrogen delivery coordination and logistics management
- Fueling operations in constrained and active operational environments

Our team maintains operational familiarity with applicable industry standards and fueling protocols, including:

- NFPA 2 – Hydrogen Technologies Code
- NFPA 55 – Compressed Gases and Cryogenic Fluids Code
- SAE J2601 / J2601-2 Fueling Protocols
- SAE J2799 Communications Standards
- SAE J2719 Hydrogen Purity Standards
- DOT transportation regulations
- Applicable IFC, IBC, ASME, ANSI, and CGA standards

These standards govern fueling safety, fueling communication protocols, hydrogen purity, equipment placement, trailer operations, emergency response procedures, and fueling consistency.

Relevant Project Experience

Project Name/Image	Location	Description
Omnitrans - Hydrogen Fuel and Trailer Supply	San Bernardino, CA	5-year contract supplying 45,000+ kg of fuel cell–grade hydrogen annually for 4 buses, with weekly deliveries feeding a HySpencer system. Includes trailer rental and all-inclusive fuel supply.

Cummins – Class 8 Truck Demonstration 	West Sacramento	24-month project to supply 50-100kf of hydrogen per day to Cummins to test class 8- hydrogen fuel cell trucks. The team used a trailer swap delivery method, with integrated dispensing. ZeroUp team coordinated all permitting and logistics for the project, with GTL handling the logistics.
H2B2 – Temporary Infrastructure Support 	Fresno	H2B2 leased a GTM-1500 to provide temporary hydrogen storage and dispensing for Fresno Area Express's FCEV buses while their permanent infrastructure was being developed. This allowed them to efficiently fuel the 3 buses directly from their green hydrogen production facility.
StanRTA – Hydrogen Fuel Supply & Mobile Fueling Services	Modesto, CA	Multi-year hydrogen fueling services agreement supporting StanRTA's fuel cell electric bus deployment program. Scope includes temporary/mobile hydrogen fueling infrastructure, hydrogen trailer rental, fuel supply,

		delivery logistics, and ongoing operational support utilizing HySpencer-compatible fueling systems. The project includes coordinated hydrogen deliveries, fueling operations management, and contingency supply planning to support uninterrupted transit operations and future fleet expansion.
Montebello Bus Lines – Temporary Hydrogen Fueling Support	Montebello, CA	Temporary hydrogen fueling deployment supporting Montebello Bus Lines' fuel cell electric bus operations. Scope includes mobile hydrogen fueling equipment, trailer deployment, hydrogen fuel supply, delivery coordination, and operational support for New Flyer fuel cell buses. The project was designed to provide a rapidly deployable fueling solution while permanent fueling infrastructure options are evaluated. Includes trailer rental, fuel deliveries, logistics coordination, and fueling operations support.

Regulatory Compliance & Safety

Safety and regulatory compliance are central to ZeroUp Energy's operational approach. All fueling operations are designed and managed in accordance with applicable hydrogen safety standards and operational best practices.

Our team has experience supporting hydrogen deployments under:

- NFPA 2 and NFPA 55 requirements
- SAE fueling and hydrogen purity standards
- DOT transportation regulations
- IFC and IBC temporary equipment placement requirements
- ASME and ANSI vessel requirements
- CGA high-pressure gas handling guidance

ZeroUp's safety procedures include:

- Site-specific safety planning

- Hazard mitigation and emergency response procedures
- Equipment inspections and preventative maintenance
- Operator and personnel safety training
- Controlled fueling perimeters and operational protocols
- Coordination with local AHJs and emergency responders when required

Our experience supporting transit agencies, demonstration programs, and mobile fueling operations throughout California positions ZeroUp Energy to provide Montebello Bus Lines with a safe, compliant, reliable, and scalable hydrogen fueling solution capable of supporting both immediate fleet deployment and long-term zero-emission transit goals.

3. Timeline & Scheduling

This section outlines ZeroUp Energy's proposed project schedule for deployment of the mobile hydrogen fueling solution for Montebello Bus Lines. The proposed schedule is specifically structured around Option 1 — the Mobile Nozzle-Only Fueling Configuration — which was intentionally designed to minimize infrastructure requirements, reduce permitting complexity, and accelerate deployment timelines.

Because Option 1 utilizes a mobile, trailer-based fueling configuration requiring no permanent electrical infrastructure, trenching, or major site modifications, the system can typically be reviewed, coordinated, and operational within approximately 4–6 weeks following Notice to Proceed (NTP), depending on final site coordination and agency review requirements.

ZeroUp's equipment platform is modular, commercially available, and deployment-ready, allowing the project team to move quickly through design coordination, operational planning, equipment mobilization, and commissioning activities.

Additionally, this phased approach provides Montebello Bus Lines with a clear transition pathway toward Option 2 — the compression-assisted dispenser configuration — once the future Truck Way site is operational and ready to support additional infrastructure. Based on similar deployments and anticipated permitting requirements, ZeroUp anticipates that Option 2 could be fully permitted, deployed, and operational within approximately 90 days following site readiness and authorization to proceed.

3.1 Overall Project Schedule

Week 0 – Notice to Proceed (NTP)

Project kickoff meeting with Montebello Bus Lines operations, facilities, and project stakeholders. During this phase, ZeroUp will:

- Confirm project schedule and deployment milestones
- Finalize fueling location and operational layout
- Coordinate hydrogen supply logistics
- Confirm vehicle fueling schedules and operational procedures
- Initiate safety planning and site coordination activities

NTP + 1 Week – Site Survey & Operational Review

ZeroUp will complete a detailed site assessment within approximately one week of NTP. The review will include:

- Trailer positioning and operational access
- Vehicle circulation and fueling flow
- NFPA setback verification
- Safety perimeter evaluation
- Grounding locations and fueling access
- Emergency access and operational coordination

Because Option 1 requires minimal permanent infrastructure, the site review process is significantly streamlined compared to traditional hydrogen station development.

NTP + 2 Weeks – Design & Safety Documentation

ZeroUp will prepare and submit all required operational and safety documentation, including:

- Site layout drawings
- Trailer placement plans
- Fueling procedures
- Safety and emergency response plans
- Equipment specifications
- Operational coordination documents

Due to the temporary and mobile nature of Option 1, permitting requirements are anticipated to be minimal relative to permanent fueling infrastructure.

NTP + 4–6 Weeks – Equipment Deployment & Commissioning

Following completion of site coordination and any required approvals, ZeroUp will mobilize the mobile fueling equipment to the project site.

Deployment activities include:

- Trailer delivery and placement
- Safety inspections
- Fueling system setup
- Functional testing
- Operational verification
- Initial hydrogen delivery coordination

Based on the proposed Option 1 configuration, ZeroUp anticipates full operational readiness within approximately 4–6 weeks following NTP.

Staff Training & Operational Readiness

Immediately following commissioning, ZeroUp will provide onsite operational training for Montebello personnel and applicable stakeholders. Training will include:

- Fueling procedures and operations
- Hydrogen safety protocols
- Emergency shutdown procedures
- Site safety requirements
- Trailer operations and handling awareness
- Incident response coordination

Operational support and technical assistance will remain available throughout the deployment period.

3.2 Future Transition to Option 2 (Truck Way Site)

As Montebello Bus Lines advances development of the future Truck Way facility, ZeroUp's phased deployment strategy allows the agency to seamlessly transition from the initial mobile fueling configuration to a more advanced compression-assisted fueling system.

Once the Truck Way site is operational and capable of supporting additional utility and infrastructure requirements, ZeroUp can deploy Option 2, which incorporates:

- Compression-assisted dispensing
- Enhanced fueling performance
- Improved fill consistency
- Expanded fleet fueling capability
- Station-like fueling operations

Based on anticipated site conditions and permitting requirements, ZeroUp estimates that Option 2 can typically be permitted, deployed, and commissioned within approximately 90 days following authorization to proceed and site readiness.

This phased approach allows Montebello to:

- Begin hydrogen bus operations immediately
- Minimize upfront infrastructure costs
- Avoid delays associated with permanent station construction
- Scale fueling capability alongside fleet expansion
- Transition toward long-term fueling infrastructure over time

3.3 Milestone Schedule Table

Milestone	Description	Estimated Completion
Notice to Proceed (NTP)	Contract execution and kickoff meeting	Week 0
Site Survey & Operational Review	Site inspection, trailer layout, NFPA setback review	NTP + 1 Week
Safety & Design Documentation	Layout plans, safety procedures, operational coordination	NTP + 2 Weeks

Equipment Allocation & Scheduling	Trailer assignment and deployment coordination	Weeks 2–4
Equipment Delivery	Mobile fueling trailer delivered onsite	Weeks 4–6
Setup & Commissioning	Testing, inspections, operational verification	Weeks 4–6
Staff Training	Fueling operations and safety training	Immediately following commissioning
Operational Readiness	Mobile fueling system fully operational	Approximately 4–6 Weeks from NTP
Future Option 2 Deployment	Compression-assisted dispenser system at Truck Way site	Approximately 90 Days from Site Readiness

3.4 Fuel Delivery & Operational Support

ZeroUp Energy's fuel delivery strategy is designed to ensure reliable, uninterrupted hydrogen availability throughout the duration of the project. Our operational approach incorporates coordinated hydrogen supply scheduling, mobile storage management, and responsive delivery logistics to support Montebello Bus Lines' fueling needs.

The proposed fueling platform is designed to provide:

- High-purity hydrogen meeting SAE J2719 requirements
- Reliable fueling availability aligned with transit operations
- Flexible delivery scheduling based on fleet demand
- Rapid response capability for supplemental fuel deliveries
- Mobile storage capacity sufficient for anticipated fleet operations
- Ongoing operational and technical support

ZeroUp will coordinate all hydrogen deliveries, operational logistics, and fueling support activities directly with Montebello Bus Lines to ensure safe, reliable, and uninterrupted fueling operations as the agency transitions toward long-term zero-emission fleet deployment.

4. Hydrogen Supply Strategy & Fuel Delivery Plan

Reliable Hydrogen Supply Strategy

ZeroUp Energy's hydrogen supply strategy is designed to provide Montebello Bus Lines with a highly reliable, flexible, and operationally resilient fueling solution capable of supporting uninterrupted fuel-cell bus operations throughout the duration of the project.

To minimize operational risk and ensure long-term supply reliability, ZeroUp has established a hydrogen supply model centered around K2 Pure Solutions, one of California's established hydrogen production facilities, supported by coordinated logistics, mobile storage assets, and supplemental backup supply capabilities.

This approach provides Montebello with:

- Reliable access to high-purity hydrogen fuel
- Flexible delivery scheduling aligned with transit operations
- Redundant supply planning for operational continuity
- Rapid-response delivery capability
- Scalable fueling support as fleet operations expand
- Reduced risk associated with market disruptions or supply interruptions

Hydrogen supplied under this program will meet or exceed SAE J2719 fuel-cell grade hydrogen purity standards, ensuring compatibility with fuel-cell bus systems and long-term vehicle performance.

Additionally, hydrogen supplied through the K2 Pure Solutions platform provides significant environmental benefits and supports California's broader decarbonization and clean transportation goals. The hydrogen supply maintains a low carbon intensity (CI) profile of approximately 21 gCO2e/MJ, representing greater than 60% renewable content under California's Low Carbon Fuel Standard (LCFS) methodology.

This lower-carbon hydrogen pathway helps Montebello Bus Lines:

- Reduce lifecycle greenhouse gas emissions associated with fleet operations
- Support state and regional zero-emission transportation objectives
- Enhance the environmental benefits of fuel-cell electric bus deployment
- Improve sustainability reporting and emissions reduction metrics

- Align with California clean fuel and air quality initiatives

By utilizing lower-carbon hydrogen fuel, Montebello Bus Lines is not only transitioning to zero-emission vehicle technology at the tailpipe level, but also supporting a cleaner upstream fuel supply chain that further reduces overall transportation-related emissions.

Primary Hydrogen Supply Source – K2 Pure Solutions

The primary hydrogen source for Montebello Bus Lines will be K2 Pure Solutions, a California-based hydrogen producer with established operational capabilities and experience supporting mobility applications throughout the state.

ZeroUp Energy will coordinate all logistics, scheduling, transportation, delivery sequencing, and operational planning associated with hydrogen deliveries to Montebello Bus Lines.

Responsibilities include:

- Hydrogen delivery scheduling
- Trailer dispatch coordination
- Fuel inventory management
- Route planning and delivery timing
- Supply forecasting and operational planning
- Communication and delivery coordination with Montebello staff
- Supplemental delivery management when required

The K2 supply platform provides several operational advantages, including:

- Reliable production availability
- Consistent fuel quality meeting SAE J2719 standards
- Low carbon intensity hydrogen (~21 gCO2e/MJ)
- Greater than 60% renewable hydrogen content
- Flexible delivery scheduling
- Rapid response capability for additional fueling needs
- Scalable supply support for future fleet growth

This supply structure allows ZeroUp to maintain predictable and dependable fueling operations while minimizing operational disruptions to transit activities.

Backup Supply & Operational Redundancy

To further strengthen operational reliability, ZeroUp Energy maintains access to additional hydrogen supply channels and mobile delivery capabilities that can be utilized in the event of:

- Scheduled production maintenance
- Temporary supply interruptions
- Increased fleet demand
- Emergency fueling requirements
- Regional hydrogen market fluctuations

This layered supply strategy provides Montebello Bus Lines with additional operational assurance and allows ZeroUp to maintain fueling continuity under a wide range of operating conditions.

Through coordinated logistics planning and mobile trailer deployment capabilities, ZeroUp can rapidly adjust delivery schedules, redirect supply routes, or deploy supplemental fuel deliveries as needed to support uninterrupted bus operations.

Fuel Delivery & Operational Scheduling

ZeroUp Energy will work directly with Montebello Bus Lines to establish a fueling and delivery schedule aligned with fleet operations, bus utilization, and anticipated hydrogen consumption.

The fueling schedule will be structured to:

- Maintain sufficient onsite hydrogen inventory
- Prevent fueling interruptions
- Align deliveries with operational windows
- Minimize disruption to transit yard activities
- Provide flexibility for changing operational demands

Deliveries can be coordinated during standard operational windows and adjusted as needed to support transit scheduling requirements.

Key operational commitments include:

- Scheduled fuel deliveries coordinated around transit operations
- Flexible delivery timing based on operational needs
- Supplemental delivery capability when required
- Weekend and holiday operational support availability
- Rapid-response support for operational contingencies

Sample Weekly Fuel Delivery Schedule

Day	Activity	Operational Notes
Monday	Primary hydrogen delivery / trailer top-off	Delivery coordinated around fleet operations
Tuesday	Bus fueling operations	Normal fueling activities
Wednesday	Fuel inventory review	Operational monitoring and usage tracking
Thursday	Normal fueling operations	No scheduled delivery required under normal demand
Friday	Supplemental delivery or trailer swap (if required)	Based on fleet usage and operational conditions
Saturday	Optional supplemental fueling support	Available if operationally required
Sunday	Optional supplemental fueling support	Available if operationally required

Actual delivery frequency may vary depending on:

- Fleet utilization
- Bus mileage
- Seasonal operating conditions
- Fuel consumption patterns
- Future fleet expansion

Estimated Fuel Consumption & Delivery Planning

Based on anticipated fleet operations, ZeroUp Energy will develop a detailed delivery schedule designed to maintain adequate hydrogen inventory levels at all times.

The proposed mobile fueling platform is capable of supporting recurring transit fueling operations while maintaining flexibility for:

- Increased fuel demand
- Fleet expansion
- Supplemental fueling needs
- Operational contingencies
- Future transition to the Truck Way facility

This delivery model provides Montebello Bus Lines with a scalable and operationally practical fueling solution that supports both immediate fleet deployment and long-term zero-emission transportation goals.

Future Scalability & Transition Planning

As Montebello Bus Lines expands hydrogen operations and transitions to the future Truck Way facility, ZeroUp's supply and fueling strategy can scale accordingly through:

- Increased delivery frequency
- Additional mobile storage assets
- Compression-assisted fueling infrastructure
- Expanded onsite fueling capability
- Integration with future permanent station infrastructure

This phased and scalable approach allows Montebello to begin hydrogen bus operations immediately while preserving long-term flexibility for future infrastructure development and fleet growth.

4. Cost Proposal

ZeroUp Energy's proposed pricing structure is designed to provide Montebello Bus Lines with a flexible, scalable, and operationally practical hydrogen fueling solution while minimizing upfront infrastructure costs and allowing for future expansion as fleet operations grow.

The proposed pricing model reflects the phased deployment strategy outlined in this proposal, allowing Montebello to begin operations with a low-infrastructure mobile fueling solution under Option 1, while preserving the ability to transition to a higher-performance compression-assisted fueling configuration under Option 2 at the future Truck Way facility.

All pricing below is preliminary and subject to final project scope, fueling schedules, delivery frequency, hydrogen market conditions, and final operational requirements.

Option 1 – Mobile Nozzle-Only Fueling Configuration

(Zero Power / Minimal Infrastructure)

Option 1 is designed to provide Montebello Bus Lines with the fastest and lowest-complexity pathway to begin hydrogen fueling operations. This configuration utilizes a mobile high-pressure hydrogen storage trailer with direct cascade fueling and requires no permanent electrical infrastructure, trenching, or major site modifications.

Under this configuration, each weekly trailer delivery is expected to provide an estimated usable fueling yield of approximately 380–426 kg of hydrogen, depending on fueling patterns, trailer pressure conditions, ambient temperature, and operational usage.

Option 1 Pricing Structure

Cost Component	Pricing
Mobile Hydrogen Trailer Rental	$19,000 per month
Hydrogen Fuel	$18.00 per kg
Hydrogen Delivery Charge	Estimated $3,000–$4,000 per delivery*
Estimated Delivery Frequency	Approximately 1 delivery per week

*Delivery pricing is variable and may fluctuate based on current hydrogen transportation costs, diesel pricing, delivery routing, and regional market conditions. Delivery costs may decrease if transportation and fuel market conditions improve over time.

Estimated Monthly Operating Cost – Option 1

Item	Estimated Monthly Cost
Trailer Rental	$19,000

Hydrogen Fuel (1,520–1,704 kg/month @ $18/kg)	~$27,360 – $30,672
Delivery Charges (4 deliveries/month)	~$12,000 – $16,000
Estimated Total Monthly Cost	**~$58,360 – $65,672/month**

Included Services

Option 1 pricing includes:

- Mobile hydrogen storage trailer deployment
- Fuel delivery coordination
- Hydrogen supply management
- Trailer positioning and operational support
- Safety planning and operational procedures
- Standard operational support and coordination
- Fueling training and onboarding assistance
- Ongoing logistics coordination

Estimated Operational Profile

Based on current fleet assumptions, the proposed weekly delivery schedule is expected to adequately support anticipated hydrogen bus operations while maintaining operational flexibility for changing service demands.

This option is specifically intended to:

- Minimize upfront infrastructure costs
- Accelerate deployment timelines
- Reduce permitting complexity
- Provide operational flexibility during early fleet deployment
- Support transition planning toward future permanent infrastructure

Option 2 – Compression-Assisted Mobile Dispensing System

(Enhanced Fueling Performance)

Option 2 incorporates a compression-assisted mobile dispensing system designed to provide enhanced fueling performance and a station-like fueling experience once the future Truck Way facility is operational and capable of supporting additional infrastructure requirements.

This configuration improves fueling consistency, enhances bus fill performance, and supports long-term fleet scalability while maintaining the flexibility of a modular mobile fueling platform.

Under this configuration, the compression-assisted fueling system is expected to increase usable hydrogen recovery and fueling efficiency, allowing each trailer delivery to yield approximately 460 kg of usable hydrogen per week.

Option 2 Pricing Structure

Cost Component	Pricing
Compression & Mobile Dispenser System	$11,000 per month
Mobile Hydrogen Trailer Rental	$16,000 per month
Hydrogen Fuel	$17.00 per kg
Hydrogen Delivery Charge	Estimated $3,000–$4,000 per delivery*
Estimated Delivery Frequency	Approximately 1 delivery per week

*Delivery pricing is variable and may fluctuate based on current hydrogen transportation costs, fuel pricing, delivery routing, and regional market conditions. Delivery costs may decrease if transportation and fuel market conditions improve over time.

Estimated Monthly Operating Cost – Option 2

Item	Estimated Monthly Cost
Compression & Dispenser System	$11,000
Trailer Rental	$16,000
Hydrogen Fuel (1,840 kg/month @ $17/kg)	~$31,280
Delivery Charges (4 deliveries/month)	~$12,000 – $16,000
Estimated Total Monthly Cost	**~$70,280 – $74,280/month**

Included Services

Option 2 pricing includes:

- Compression-assisted fueling equipment
- Mobile dispenser system
- High-pressure hydrogen storage trailer
- Fuel delivery and logistics coordination
- Equipment commissioning and testing
- Operational training
- Safety planning and operational procedures
- Ongoing technical support
- Preventative maintenance coordination

Future Deployment Strategy

Option 2 is intended as a future phased upgrade once the Truck Way facility is completed and capable of supporting:

- Additional utility infrastructure
- Enhanced fueling operations
- Increased fleet fueling demand
- Expanded operational throughput

Based on similar deployments, ZeroUp anticipates that Option 2 can typically be permitted, deployed, and operational within approximately 90 days following site readiness and authorization to proceed.

Pricing Assumptions & Notes

The pricing provided in this proposal is based on the following assumptions:

- Approximately one hydrogen delivery per week
- Mobile fueling operations at the current Montebello facility
- Standard operational access during normal delivery windows
- Fuel-cell grade hydrogen meeting SAE J2719 standards

- Hydrogen supplied through the K2 Pure Solutions platform
- Current transportation and logistics market conditions

Pricing may be adjusted based on:

- Changes in fleet size or hydrogen consumption
- Increased delivery frequency
- Changes in hydrogen commodity pricing
- Transportation fuel cost fluctuations
- Operational schedule modifications
- Final site requirements and permitting conditions

ZeroUp Energy remains committed to working collaboratively with Montebello Bus Lines to structure a fueling solution that is operationally practical, cost-effective, scalable, and aligned with the agency's long-term zero-emission transportation goals.

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 4522 WITH ZEROUP ENERGY, INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **June. 25, 2026** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and ZeroUp Energy, Inc. (the "VENDOR"). The CITY and the VENDOR are sometimes referred to herein individually as the "Party," and collectively as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional vendor to provide a temporary hydrogen refueling solution within the CITY; and

WHEREAS, the VENDOR represents that it is fully qualified to perform such services by virtue of its experience and the training, education, technical expertise, and specialized qualifications of its principals, employees, and personnel.

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. The VENDOR shall provide to the CITY those services set forth fully in the VENDOR'S Scope of Services and associated cost proposal attached hereto as Exhibit "A" and incorporated fully herein by this reference (the "Scope of Services")..

b. The VENDOR shall complete the Scope of Services in a timely manner and in accordance with the agreed-upon project schedule established by the Parties.

c. The VENDOR shall be compensated in an amount not-to-exceed One

Million Four Hundred Eighty-Four Thousand Four Hundred Twenty Dollars ($1,484,420) for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as Exhibit "A" and incorporated fully herein by this reference ("Compensation"). The VENDOR shall provide an itemized invoice to the CITY for services performed. 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 upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire two (2) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to one (1) one-year extension upon such terms and conditions mutually agreed upon by the Parties in writing.

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.

- **Professional Liability** insurance appropriate to the VENDOR'S profession, with limit no less than $1,000,000 per occurrence or claim, $1,000,000 aggregate.

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 CONTACTOR 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.go

With a copy to:
City of Montebello – Department of Transportation
Attn: John Soria, Director of Transportation
400 South Taylor Avenue
Montebello, CA 90640
(323) 558-1625 ext.
Email: JSoria@montebelloca.gov

If to VENDOR:
ZeroUp Energy, Inc.
Attn: Jonathan Palacios-Avila
15188 Horizon St, Unit 2
Fontana, CA 92336
(323) 804-5067
Email: jpa@zeroupinc.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 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	**ZEROUP ENERGY, INC.**
Raul Alvarez, City Manager	Jonathan Palacios-Avila, CEO

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Contractor's Proposal

EXHIBIT “A”

Contractor’s Proposal and Schedule of Compensation

ITEM # 30

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Joseph Palombi, Director of Planning & Community Development

SUBJECT: **ADOPTION OF ORDINANCE NO. 2496 GRANTING OIL PIPELINE FRANCHISE TO CRIMSON CALIFORNIA PIPELINE L.P.**

DATE: June 24, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Ordinance No. 2496 granting an oil pipeline franchise to Crimson California Pipeline L.P.; and
2. Authorize the continuation of pipeline operations within the public right-of-way under the updated terms and conditions set forth in the ordinance; and,
3. Take such additional and/or related action that may be desirable.

FISCAL IMPACT:

The City will continue to receive annual franchise fee revenue based on pipeline length and diameter, consistent with California Public Utilities Code Section 6231.5.

The proposed ordinance maintains annual Consumer Price Index (CPI) adjustments to the franchise fee, ensuring that revenue remains current and keeps pace with inflation over time. The City historically receives approximately $3,500 annually from this franchise.

BACKGROUND/DISCUSSION:

On January 14, 2009, the City Council adopted Ordinance No. 2327, granting Crimson California Pipeline L.P. a ten (10) year franchise to operate and maintain an existing pipeline system within the City's public right-of-way, and establishing the terms and conditions governing compensation, maintenance, and operational requirements. The

subject pipeline system is located within City rights-of-way, including Lincoln Avenue, Montebello Boulevard, and Beverly Boulevard, and has been in existence for many years, transporting crude oil to regional refineries.

Union Oil Company previously held a twenty-five (25) year pipeline franchise in the City, which expired in 1996. Tosco Corporation subsequently acquired the pipeline and was granted a franchise by the City. Crimson Pipeline L.P. ("Crimson") later acquired the pipeline system and continues to operate under the authority of Ordinance No. 2327.

On January 5, 2026, Crimson formally submitted a request to renew its existing franchise. After review by City staff, it was recommended to propose an amendment to Ordinance No. 2327 to continue as is, with CPI adjustments applied over time.

ENVIRONMENTAL:

The proposed action is not considered a “project” under the California Environmental Quality Act (CEQA) pursuant to Section 15378, as it involves the continuation of an existing service and does not result in a direct or reasonably foreseeable physical change in the environment.

Alternatively, the project is exempt under CEQA Guidelines Section 15301 (Existing Facilities), as it consists of the operation, repair, maintenance, or minor alteration of existing public facilities involving negligible or no expansion of use.

ANALYSIS:

The proposed ordinance grants a new franchise for an initial term of ten (10) years, with an option for an additional ten (10) year extension, consistent with prior franchise structures. While Crimson has requested a renewal of its existing franchise, the City retains the authority to establish updated terms and conditions through the adoption of a new ordinance.

The proposed ordinance incorporates the following key provisions:

1. **Consumer Price Index (CPI) Adjustments –** The franchise fee will continue to be adjusted annually based on CPI to ensure that compensation reflects current economic conditions.
2. **CPI Confirmation Prior to Extension –** Any future extension of the franchise will require that CPI adjustments are calculated and agreed upon prior to approval, ensuring that outdated rates are not carried forward.
3. **City Council Approval –** The extension of the franchise is not automatic and requires formal approval by the City Council.
4. **Updated Franchise Terms –** Any extension will be subject to updated franchise terms, including revised compensation, ensuring consistency with current City standards and practices.

These provisions ensure that the City maintains appropriate oversight of the use of public rights-of-way while securing fair and updated compensation.

SUMMARY:

The proposed ordinance allows for the continued operation of an existing pipeline system within the City while incorporating updated provisions to ensure appropriate CPI adjustments over time.

Approval of the ordinance will maintain continuity of service, preserve an ongoing revenue source, and ensure that the franchise remains consistent with current City policies and financial practices.

ATTACHMENT(S)

1. Attachment A - Ordinance No. 2496
2. Attachment B - Ordinance No. 2327

ORDINANCE NO. 2496

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, GRANTING CRIMSON CALIFORNIA PIPELINE, L.P., ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO LAY AND USE PIPES AND APPURTENANCES FOR TRANSMITTING AND DISTRIBUTING OIL OR PRODUCTS THEREOF, FOR ANY AND ALL PURPOSES IN, UNDER, ALONG, ACROSS OR UPON THE PUBLIC STREETS, WAYS, ALLEYS AND PLACES, AS THE SAME NOW OR MAY HEREAFTER EXIST, WITHIN THE CITY OF MONTEBELLO

WHEREAS, the City of Montebello received a request from Crimson California Pipeline, L.P. for a franchise to lay and use pipes and appurtenances for transmitting and distributing oil or products thereof, for any and all purposes in, under, along, across, or upon the public streets, ways, alleys, and places within the City of Montebello.

WHEREAS, the City has previously granted a pipeline franchise to Crimson California Pipeline, L.P. pursuant to Ordinance No. 2327; and

WHEREAS, City staff has completed a review of the existing franchise granted pursuant to Ordinance No. 2327 and has determined that, provided the franchise continues to include annual adjustments based on the Consumer Price Index (CPI), the franchise remains appropriate to continue under substantially similar terms; and

WHEREAS, the City desires to ensure that all applicable CPI adjustments are calculated and agreed upon by the City and Grantee, and incorporated into the franchise fee prior to any renewal or extension of the Franchise; and

WHEREAS, upon completion and agreement of such CPI adjustments, the City Council may consider approval of a franchise term of ten (10) years, with an additional ten (10) year option to extend, subject to City Council approval; and

WHEREAS, the City requires that any renewal or extension of the Franchise reflect updated franchise terms, including revised compensation, for review and approval by the City Council;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY ORDAINS AS FOLLOWS:

SECTION 1. DEFINITIONS

Whenever in this ordinance the words or phrases defined in this section are used, they shall have the meanings assigned to them in the following definitions:

A. "City" shall mean the City of Montebello, a municipal corporation of the State of California, in its present incorporated form or in any later reorganized, consolidated, enlarged or reincorporated form.

B. "Administrator" shall mean the City Administrator of the City.

C. "Engineer" shall mean the City Engineer of the City, or the Engineer's written designee.

D. "Franchise" shall mean and include the authorization by the City to transmit and distribute oil or products thereof for any and all purposes under, along, across, or upon the public streets, ways, alleys, and places in the City by means of pipes and appurtenances.

E. "Grantee" shall mean Crimson California Pipeline, L.P., a limited partnership organized and existing under, and by virtue of the laws of the State of California, and its lawful successors or assigns.

F. "Lay and Use" shall mean to lay, construct, erect, install, operate, maintain, use, repair, replace, and remove or abandon-in-place.

G. "Oil or products thereof" shall mean oil, gas, gasoline, petroleum, wet gas, hydrocarbon substances, water, waste, mud, steam, and other liquid substances not more hazardous than the aforesaid substance.

H. "Pipes and appurtenances" shall mean pipes, pipelines, traps, vaults, appliances, manholes, valves, appurtenances, and service connections necessary or convenient for the operation of said pipes or pipelines, including conduits, cathodic protection devices, wires, cables, other appurtenances, and fiber optic communications systems necessary or convenient for the exercise of the Grantee's business in, upon, along, across, under, or over those streets of the City which are described in Exhibit "A" Attached hereto.

I. "Streets" shall mean the public streets, ways, alleys, and places within the City as the same now or may hereafter exist, and in which the City has the authority to grant a franchise.

SECTION 2. GRANTING CLAUSE/RIGHTS TO GRANTEE; TERM OF FRANCHISE

A. The right, privilege, and franchise, subject to all of the terms and conditions contained in this ordinance and pursuant to the provisions of Division 3, Chapter 2 of the California Public Utilities Code, known as the Franchise Act of 1937, is hereby granted to Grantee, to use, or to lay and use pipes and appurtenances for transmitting and distributing oil or products thereof for any and all purposes, under, along, across, or upon the public streets within the City, as described in Exhibit "A" attached hereto.

In addition, the City also hereby grants to Grantee the right to install, operate, maintain, replace, repair, abandon in place and/or remove such scraper traps, manholes, flanges, conduits, culverts, vaults, valves, appliances, cathodic protection systems, attachments and other appurtenances (collectively hereinafter called "appurtenances") as may be necessary or convenient for the proper maintenance and operation of the pipelines under this Franchise; provided, however, that Grantee shall first secure the requisite permits and/or approvals from City for construction or excavation.

This Franchise is granted in lieu of all other franchises for pipelines held by the Grantee, or by any successor of the Grantee, for transmitting and distributing oil or products thereof within the limits of the City, as such limits now or may hereafter exist. The acceptance of this Franchise shall operate as an abandonment of all such franchises within the limits of the City, as such limits now or may hereafter exist, in lieu of which this Franchise is granted, and as an agreement to comply with all terms and conditions hereof.

B. This Franchise shall be for a term of ten (10) years from and after the effective date of this Ordinance (hereinafter referred to as "initial term"), or until such earlier time that:

(1) It is voluntarily surrendered or abandoned by the Grantee; or

(2) The State of California, or some municipal or public corporation thereunto duly authorized by law, shall purchase by voluntary agreement, or shall condemn and take under the power of eminent domain, all property actually used and useful in the exercise of this Franchise, and situated within the territorial limits of the public entity purchasing or condemning such property; or

(3) This Franchise is forfeited for noncompliance by the Grantee with its terms and provisions.

C. Grantee shall have the option to extend this Franchise for one additional ten (10) year period, subject to approval by the City Council.

Prior to consideration of any such extension, the franchise terms shall be updated to reflect all applicable Consumer Price Index (CPI) adjustments, as calculated and agreed upon by the City and Grantee, and any revised terms, subject to review and approval by the City Council.

The parties shall commence good faith negotiations on such extension upon notification from Grantee to the City of its election to renew this Franchise, which notice shall be given no later than twelve (12) months prior to the expiration of the initial term.

SECTION 3. COMPENSATION.

Grantee shall pay to the City of Montebello the following:

A. Base Annual Free

During the term of this Franchise, Grantee shall pay to the City a base annual fee for this Franchise as set forth below, said fee to be in accordance with California Public Utilities Code, Section 6231.5, provided that said fee is subject to increase to the maximum rate established in subsequent amendments of the California Public Utilities Code. The Franchise fee shall be prorated for the remainder of the calendar year based on a 360-day year, with the first payment of the Franchise fee accruing from September 1, 2026. Notwithstanding updated franchise terms, including revised compensation, this ordinance is intended as a continuation and extension of the prior franchise, and franchise fees shall be deemed to have accrued without interruption.

The base annual fee, subject to adjustment in accordance with paragraph B of this Section 3, is determined as follows:

(1) Pipe of eight inches or less in nominal internal diameter: the annual fee shall be twenty-nine cents ($0.29) per linear foot;
(2) Pipe greater than eight inches in nominal diameter: the annual fee shall be twenty-nine cents ($0.29) per linear foot for the first eight inches of nominal internal diameter, plus four cents ($0.04) per nominal internal diameter inch for each inch or fraction thereof over eight inches.

In the event of partial abandonment of pipelines as provided in the Ordinance, or in the event of partial removal of such pipelines by the Grantee, the payments otherwise due the City for occupancy of the streets by such pipelines shall be reduced by the length and diameter of pipeline abandoned or the actual pipeline removed, beginning with the first day of the next succeeding Franchise year, and for each Franchise year thereafter; provided, however, that the base rate shall be modified to reflect the increase (per paragraph B of this Section) applicable to such abandoned or removed pipeline at the beginning of the next succeeding Franchise year following abandonment or removal.

Said base annual fee shall be due and payable annually, during the term of the Franchise, within thirty (30) days after receipt of a written demand from the City and the filing of the report required and outlined in Paragraph C of this Section 3. Any fees charged or expenses charged to Grantee by City pursuant to this Section, or any other provision of this Ordinance, unless disputed in good faith, shall be paid when due, or shall be deemed delinquent. Any undisputed delinquent amounts shall accrue interest commencing thirty (30) days after due date, at the rate of one and one-half percent (1.5%) per month (based upon a 30-day calendar month) or any lesser amount if required by law. Any neglect, omission or refusal by said Grantee to pay any undisputed delinquent fee with any late charges, within thirty (30) days of delinquency, at the times or in the manner herein provided, shall be grounds for a declaration of a forfeiture of this Franchise and of all rights hereunder.

Payments are to be made to the Office of Treasurer, City of Montebello, or at such place as the City shall, from time to time, designate in writing. The base annual fee described herein shall be paid annually during the life of the Franchise, including the year of granting the Franchise.

B. Annual Increase

The amount of each annual payment of the base annual fee shall be subject to an increase after the first-year of the Franchise and each subsequent year during the term of this Franchise, based on the provision of California Public Utilities Code Section 6231.5, as amended.

The increase to said compensation as provided for subsequent years, shall be based on the Consumer Price Index (CPI), All Urban Consumers, for the Los Angeles-Long Beach-Anaheim area (1982-84 = 100), as published by the United States Bureau of Labor Statistics, Department of Labor or Bureau of Labor Statistics for the month of September immediately preceding the month in which payment is due and payable, divided by the Consumer Price Index, All Urban Consumers, for the Los Angeles- Long Beach-Anaheim area, for the month of September 2002, which equals 183.4. If the index is discontinued or revised during the term of this Franchise, such other governmental price index or

computation with which it is replaced, chosen by the City, shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

The Engineer shall determine the adjustment in CPI in accordance with this paragraph and provide the Grantee with the correct schedule prior to December 1 preceding the month of January in which payment shall be due and payable. All CPI adjustments shall be calculated and agreed upon by the City and Grantee prior to the implementation of any renewal or extension of this Franchise.

In no event shall the adjusted franchise fee be less than the fee in effect for the immediately preceding year. The Parties acknowledge that the franchise fee is derived from a statutory base rate and that any CPI adjustment modifies, but does not replace, such base rate.

C. Reports Required

The Grantee shall file with the City Clerk and Director of Finance, within three months after the expiration of the calendar year, or fractional calendar year, following the date of the granting of this Franchise and within three months after the expiration of each calendar year thereafter, two copies of a report duly verified by the oath of the Grantee or by the oath of a duly authorized representative of the Grantee, showing for the immediately preceding franchise period:

1. The length of pipelines in lineal feet covered by this Franchise;

2. The nominal internal diameter of such pipelines expressed in inches;

3. The rate per foot per year; and

4. The total amount due the City.

SECTION 4. RIGHTS OF THE CITY.

A. This Franchise granted hereunder shall not in any manner or to any extent impair or affect any right of the City to acquire the property of the Grantee, either by purchase or through the exercise of the right of eminent domain, subject to Grantee's rights, remedies and defenses thereto, and nothing herein contained shall be construed to contract away, or to modify or to abridge, either for a term or in perpetuity, the City's right of eminent domain in respect to the Grantee, nor shall this Franchise be given of any value before any court or other public authority in any proceeding of any character in excess of the necessary publication costs and

any other sums paid by Grantee to the City at the time of the acquisition of this Franchise.

B. In connection with any change in grade, alignment, or width of any public street, way, alley, or place, or the construction of any subway or viaduct, or any other street improvement of any kind by the City, Grantee shall, at the request of the City and at Grantee's sole cost and expense, comply with all of the following provisions, as applicable:

(1) Within ninety (90) days after receipt by Grantee of a notice in writing from the City that work is to be done pursuant to any reserved right and specifying the general nature of the work and the area in which the same is to be performed, the Grantee shall commence to do all things necessary to protect and support its franchise property during the progress of such work. If so ordered by the City, Grantee shall disconnect, remove, or relocate those pipes and appurtenances installed, used, and maintained within the street to such extent, in such manner, and for such period as shall be necessary to permit the performance of such work in an economical manner, and to permit the maintenance, operation, and use of such street improvement.

(2) Grantee shall pay the City the full amount of any increase in cost for the construction, installation or repair of any bridge, or any artificial support in or underlying any street in which any pipes or appurtenances of the Grantee are located, if such increase in cost is required in order to provide for the installation, maintenance or operation of Grantee's pipes or appurtenances in or on the street area which the bridge or other artificial support covers or underlies.

(3) Grantee shall cooperate with the City to take all actions reasonably necessary in order to accomplish the completion of any City street improvement project within a reasonable period of time. After receipt by Grantee of a notice in writing from the City that work is to be done, the Grantee shall diligently prosecute such work to completion.

In the decision process necessary to determine if Grantee's pipelines and/or appurtenances thereto, are required to be relocated, the City shall also consider all known future projects that, if done separately, may cause multiple relocation of the pipelines and/or appurtenances. If such known future projects can be identified, full consideration of concurrent projects shall be given by City. If the City requires the relocation within the public street, way, alley or place more than once within a period of ten (10) years, the City shall pay the cost of the second and all subsequent relocations within such ten (10) year period.

Prior to the commencement of any rearrangement of pipelines which Grantee is required to make hereunder, the Grantee shall be given not less than ninety (90) days written notice, which notice shall specify the time that work is to be accomplished. In the event that the City shall change the planned rearrangement of pipelines, or the notice given to Grantee, the Grantee shall be given an additional period of not less than sixty (60) days to accomplish such work.

Except as provided herein in the paragraphs above, when City requires a rearrangement, and such rearrangement is done for the accommodation of any person, firm, corporation or public agency other than the City, the cost of such rearrangement shall be borne by the accommodated party. Such accommodated party, in advance of such rearrangement, shall (a) deposit with the Grantee either cash or a corporate surety bond in an amount, as in the reasonable discretion of the Grantee, to pay the costs of such rearrangement, and (b) execute an instrument agreeing to indemnify, defend and hold harmless Grantee from any and all damages or claims caused by such rearrangement. This provision shall not be construed to require Grantee to rearrange facilities. Any accommodation for rearrangement of Grantee's facilities shall be made at the sole discretion of Grantee.

Nothing in this Franchise contained herein shall be construed to require the City to move, alter, or relocate any of its pipelines upon said streets at its own expense, for the convenience, accommodation or necessity of any other public utility, person, firm or corporation, now or hereafter owning a public utility system of any type or nature, or to move, alter, or relocate any part of its pipelines upon said streets for the convenience, accommodation or necessity of the Grantee.

SECTION 5. OTHER OBLIGATIONS OF GRANTEE; INDEMNIFICATION; INSURANCE.

The Grantee of this Franchise shall comply with all of the following provisions:

A. Within sixty (60) days after the City Council adopts and passes the ordinance granting this Franchise, Grantee shall file with the Engineer improvement plans relating to all facilities located within the City of Montebello, and a map or maps showing the location, length, and size of all such facilities which have been installed, relocated, removed, or abandoned.

B. Within six (6) months after the installation or any new pipelines under this Franchise, Grantee shall file with the Engineer an “as built” map or maps showing the location, length, and size of all pipelines so installed.

C. Grantee shall construct, install, and maintain all pipes and appurtenances in a good and workmanlike manner, and of good materials, and operate in conformity with all applicable ordinances, rules, and regulations heretofore or hereafter adopted by the legislative body of the city, the governing State, and

Federal agencies having jurisdiction, including but not limited to, the State of California Office of State Fire Marshall (Pipeline Safety Division) and the U.S. Department of Transportation, and all applicable requirements concerning pipeline design, construction, testing, maintenance surveillance and operation of utility gathering, transmission and distributing pipeline systems. In case of public utilities subject to the jurisdiction of the Public Utilities Commission of the State of California, the rules, regulations and orders of the Public Utilities Commission of the State of California, the rules, regulations and orders of the Public Utilities Commission shall govern whenever any conflict may exist between them and the applicable ordinances, codes, rules, and regulations adopted or prescribed by the City. The Grantee shall obtain and maintain a permit from the California Office of the State Fire Marshal (OSFM) to construct, install, use, operate, repair, or modify facilities or pipelines within facilities of flammable or combustible liquids.

D. Grantee shall pay to the City, on demand, the cost of all repairs to public property made necessary by any operations of the Grantee under this Franchise, provided Grantee fails to make such repairs after notice and reasonable opportunity to complete such repairs.

E. Grantee shall indemnify, defend and hold harmless the City, its elected officials, officers, agents and employees, from and against any and all claims, losses, liabilities, damages, demands, actions, judgments, causes of action, assessments, penalties, costs and expenses (including, without limitation, reasonable fees of legal counsel, expert witnesses and accountants) arising out of or resulting from Grantee's operations under this Franchise, and for all damages resulting from the failure of Grantee to faithfully observe and perform each and every provision of this Franchise and of Division 3, Chapter 2 of the California Public Utilities Code. Grantee shall be solely responsible for complying with all laws, regulations, and other orders which are applicable to the installation, repair, relocation, or removal of its facilities, whether federal, state, or local. City's approval of such installation, repair, relocation, or removal shall not be deemed to relieve Grantee of any liability Grantee may have for contaminated soils or other environmental liability attributable to or arising from Grantee's pipes, appurtenances, and other facilities. Grantee acknowledges that the City has no obligation or responsibility for conducting or accomplishing any such installation, repair, relocation or removal, or for compliance with any laws, regulations, or orders applicable thereto, and Grantee agrees that the City shall not be liable or responsible in any manner for any loss, claim, or damage, including environmental damage, attributable to or arising out of Grantee's activities involved in the installation, repair, relocation or removal of Grantee's pipes, appurtenances and other facilities. Any fee paid by Grantee pursuant to this Franchise shall in no way limit Grantee's obligation to

compensate City for any damage, claim, expense, or loss whatsoever, as set forth in this paragraph.

F. Grantee shall, at Grantee's sole cost and expense, keep or cause to be kept in full force and effect, for the mutual benefit of City and Grantee, a comprehensive form of general liability insurance against claims and liability for personal injury, death or property damage arising from the use, construction, maintenance or operation of the Franchise, of at least Two Million Dollars ($2,000,000.00) for any one accident, in ident or occurrence, and at least One Million Dollars ($1,000,000.00) for property damage.

All insurance required by express provisions of this Ordinance and Franchise shall be carried only with responsible insurance companies licensed to do business in the State of California. All such policies shall contain language to the effect that (1) the insurer waives the right of subrogation against City and City's agents and representatives, (2) the policies are primary and non-contributing with any insurance that may be carried by City, and (3) the policies cannot be cancelled or materially changed without thirty (30) days written notice to the City by insurer. Grantee shall furnish City with copies of all such policies promptly upon receipt of them, or endorsements evidencing the insurance. For commencement of the Franchise, Grantee shall furnish City with binders representing all insurance required by this Ordinance. Grantee may effect, for its own account, any insurance not required under this ordinance. All insurance policies for property damage and personal injury required by this Ordinance and Franchise shall be issued to Grantee and shall name the City as additional insured.

Grantee shall deliver to City, in the manner provided for notices, copies, or endorsements of all insurance policies required by this Ordinance, within the following time limits:

(1) For insurance required at the commencement of this Ordinance, within thirty (30) days after this Ordinance becomes effective;

(2) For insurance becoming required at a later date, at least ten (10) days before the requirement becomes effective, or as soon thereafter as the requirement, if new, becomes effective; and

(3) For any renewal or replacement of a policy already in existence, at least twenty (20) days after expiration or other termination of the existing policy.

If Grantee fails or refuses to procure or maintain insurance as required by this Ordinance or fails or refuses to furnish City with required proof that the insurance has been procured

and is in force and paid for, City shall have the right, at City's election with ten (10) days written notice, to declare this Franchise in default.

SECTION 6. **ASSIGNABILITY**.

Grantee may not sell, transfer or assign this Franchise or any interest therein directly or indirectly, or any of the rights or privileges hereby granted, without the written consent of City, said consent to not be unreasonably withheld. Notwithstanding the above statement, Grantee may transfer or assign this Franchise to any parent, subsidiary or affiliate without obtaining the consent of City, provided Grantee provides written notification within thirty (30) days of said transfer or assign and submits written evidence of the same, including a certification executed by a duly authorized officer of the Grantee. Upon compliance with the foregoing, this Franchise shall be binding on the successors and assigns of the parties hereto, and shall insure to the benefit of the successors and assigns of the parties hereto.

SECTION 7. **EXCAVATIONS.**

A. The Grantee shall obtain an excavation permit, and pay the applicable fee therefore, prior to commencing any excavation in any street or public right-of-way, or before disturbing the earth beneath the surface of the street, except in the case of an emergency. The Grantee may obtain an excavation permit by filing a set of excavation plans or drawings with the Engineer, which plans shall be subject to the Engineer's review and approval. The excavation plans shall show the location of the proposed excavation, as well as the location of all existing pipes, sewers, conduits, improvements and other facilities in or under any Street or public property in which the Franchise property is located or proposed to be located. Thereafter, Grantee shall enter an 811 DigAlert ticket and comply with its requirements. To the extent that existing pipes, sewers, conduits, improvements, and other facilities of third parties require a modification to Grantee’s proposed excavation plans, Grantee will submit modified plans to the City. The excavation plans shall also contain an adequate description of the proposed work including an estimate of the duration of interference with any street traffic. Prior to the issuance of any excavation permit for the construction or installation of a pipeline for the transmission of flammable or combustible liquids, gases or hazardous materials, a permit shall be obtained from the California Office of the State Fire Marshal. If the proposed location of the excavation does not, or will not, unreasonably interfere with the use of the Streets by the City, and complies with all applicable laws, the Engineer shall approve the same, and issue permit(s) therefore.

B. Where it is necessary to lay any underground pipes through, under or across any portion of a paved or macadamized street, such work, where practicable and economically feasible, shall be done by a tunnel or bore so as not to disturb the foundation of such paved or macadamized street. If the same cannot be done, or if it is necessary to cut the street in order to access existing pipes and

appurtenances, such work shall be done pursuant to an excavation permit, as provided in paragraph A above, to be issued by the Engineer upon application therefore.

C. All work shall be subject to inspection by the Engineer. All street coverings or openings, valves, vaults and manholes shall at all times be kept flush with the surface of the streets; provided, however, that vents for underground vaults and manholes as well as cathodic protection devices, including pole-mounted rectifiers may, subject to the prior approval of the Engineer, extend above the surface of the streets when such vents and cathodic protection devices, including pole-mounted rectifiers, are located in parkways, between the curb and the property line. The Grantee shall provide adequate traffic safety barriers, signs, devices, and traffic safety warning equipment in accordance with City ordinances, rules, or regulations, and shall comply with such additional safety measures as the Engineer may direct.

D. In emergencies, Grantee may commence excavation of streets without prior permit; provided, however, Grantee acts in a reasonable and diligent manner as soon as practicable after said emergency to obtain a permit authorizing such work.

E. Grantee acknowledges that the City's records may not be able to complete and that pipes and appurtenances previously unknown to the City are frequently discovered. Consequently, by granting this Franchise or by approving any excavation permit requested by Grantee, the City does not warrant the accuracy of information supplied to the Grantee by the City regarding the location or existence of other facilities. Nothing herein shall be deemed to make the City, or any officer, agent or employee of the City, responsible or liable to the Grantee or to any other person by virtue of the City's approval of excavation permit plans, regardless of whether any information is supplied by the City to the Grantee pertaining to the location of existing pipes, facilities or other improvements on, in or under any street or other public property.

SECTION 8. GRANTEE'S EMERGENCY RESPONSE PLAN; PIPELINE ACCIDENTS.

A. The Grantee shall develop and maintain an emergency response plan. In general, an emergency response plan meeting the requirements of Federal and State Law and containing the information contained in this section shall be acceptable. Proof of arrangements capable of providing emergency response services, including but not limited to traffic control, street excavation pipeline repair, supplies, and services as necessary, must meet the requirements of the federal and state governing agencies, including the Pipeline and Hazardous Materials Safety Administration, and the California Department of Fish and Wildlife. Any changes in or revisions to Grantee's emergency response plan shall be submitted to the Engineer on the first working day of the subsequent calendar year.

B. Whenever any pipeline or appurtenance breaks or leaks so as to cause the release of oil or products thereof into the public right-of-way, Grantee, and any other person using or controlling the pipeline or appurtenance, shall notify the California Governor's Office of Emergency Services and the National Response Center of the U.S. Environmental Protection Agency pursuant to state and federal regulatory requirements and shall implement precautionary safety measures including traffic control, system shutdown, and valve closures. In the event of an emergency that threatens life, health, safety, or property, and where it is not possible to obtain an excavation permit prior to commencement of the work, the Grantee may commence such work; provided, however, that within seventy-two (72) hours thereafter the Grantee shall make application to the Engineer for an excavation permit in accordance with the procedures specified herein. The Engineer may impose conditions upon the issuance of the excavation permit, and all work shall be subject to inspection. Adequate traffic safety barriers shall be maintained at all times, and any damaged portion of the street shall be restored to at least the condition that existed immediately prior to the damage.

C. If any portion of the any City street is damaged by reason of defects, breaks or leaks in any of the pipes and appurtenances maintained or constructed by Grantee, or by reason of any other cause attributable to or arising from the operation of any pipes and appurtenances constructed or maintained by Grantee, the Grantee shall, at its sole cost and expense, immediately repair all damage and restore the street to the condition existing before such damage occurred. All such work shall be done under the direction of the Engineer and to the reasonable satisfaction of the City codes. Grantee shall repair such damage and restore the street within a reasonable period of time after written demand therefore by the Engineer.

   If the Grantee, after reasonable notice, fails or refuses to pave, surface, grade, repave, resurface, or regrade any damaged street as required by the provisions of this Franchise, the City may cause the work to be done and shall keep an itemized account of all costs incurred. The Grantee agrees to, and shall, reimburse the City for all such costs, including reasonable administrative overhead expenses, within thirty (30) days after presentation to Grantee of an itemized account of such costs.

SECTION 9. ABANDONMENT.

Should Grantee elect to abandon all or any part of the pipes and appurtenances which encompass this Franchise, such abandonment shall be accomplished by Grantee as required by the State of California Pipeline Safety Act, or other governing State or Federal laws or statutes. Grantee shall not owe the City any compensation for the privilege of said abandonment. The ownership of all franchised property so abandoned in place as defined as a regulatory abandonment and for which Franchisee ceases to maintain all or any part

of the Pipes and appurtenances, disclaims any responsibility for them, or otherwise fails to comply with its continuing obligations with respect to such abandoned facilities, title thereto shall immediately vest in the City.

SECTION 10. **DEFAULT.**

A. Effect of Default

In the event that the Grantee shall default in the performance of any of the terms, covenants and conditions herein, and such default is curable, the City may give written notice to Grantee of such default. In the event that the Grantee does not without good cause commence the work necessary to cure such default within sixty (60) days after such notice is sent or prosecute such work diligently to completion, the City may declare this Franchise forfeited. Upon giving written notice thereof to Grantee, this Franchise shall be void, and the rights of the Grantee hereunder shall terminate, and the Grantee shall execute an instrument of surrender and deliver same to City. In the event of noncompliance by the Grantee with any of the conditions hereof, the City may, in addition to all other remedies provided for herein, bring suit for the forfeiture or termination of this Franchise.

B. Force Majeure

In the event Grantee is unable to perform any of the terms of this Franchise by reason of strikes, riots, acts of God, acts of public enemies, or other such causes beyond its control, it shall not be deemed to be in default or have forfeited its rights hereunder, if it shall commence and prosecute such performance with reasonable promptness, as soon as possible to do so.

C. Cumulative Remedies

No provision herein made for the purpose of securing the enforcement of the terms and conditions of this Franchise shall be deemed an exclusive remedy, or to afford the exclusive procedure, for the enforcement of said terms and conditions, but the remedies and procedures herein provided, in addition to those provided by law, shall be deemed to be cumulative.

SECTION 11. **DISPUTE RESOLUTION.**

If a dispute arises between the parties relating to this Franchise, the parties agree to use the following procedure prior to either party pursuing other available legal remedies. A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) days after such meeting the parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to mediation.

City and Grantee shall equally advance a proportionate share of the costs of mediation. The parties shall jointly appoint a mutually acceptable mediator within thirty (30) days from the conclusion of the negotiation period. The parties agree to participate in good faith in the mediation and negotiations related thereto, for a period of sixty (60) days. Any decision of the mediator shall be supported by written findings of facts and conclusions of law. If the parties are not successful in resolving the dispute through the mediation, the matter may be submitted to a court of law. If any action at law or in equity is brought, the prevailing party in such litigation shall be entitled to an award of reasonable attorneys' fees in addition to any other relief to which it may be entitled.

SECTION 12. **NOTICE.**

Any notice required to be given under the terms of this Franchise, the manner of service of which is not specifically provided for here, may be served to the following identified addresses, or to such other address as may from time to time be furnished in writing by one party to the other, and by depositing said notice in the United States mail, postage prepaid. When the services of any such notice is made by mail, the time such notice shall begin with and run from, is the date of deposit of the same in the United States mail.

Upon City:
City of Montebello
Joseph Palolmbi
Director of Planning & Community Development
1600 W. Beverly Blvd.
Montebello, CA 90640

Upon Grantee:
Crimson California Pipeline, L.P.
370 17th Street, Suite 3100
Denver, CO 80202

With a copy to:
Crimson California Pipeline, L.P.
Attn: Land and Right of Way Manager
1900 Main Street, Suite 600
Irvine, CA 92614

SECTION 13. **GRANTEE'S ACCEPTANCE OF FRANCHISE.**

Except as otherwise stated herein, Grantee shall, within thirty (30) days after passage and adoption of this ordinance granting the Franchise, file with the officers of the City designated herein the following instruments or documents:

A. File with the City Clerks Grantee's written acceptance of the terms and conditions of this ordinance.

B. File with City Clerk certified copies of the policies of liability insurance and workers' compensation insurance, or, in lieu thereof, certificates evidencing such insurance, which policies shall be in accordance with the terms and conditions of this ordinance. Notwithstanding anything to the contrary, Grantee may provide a program of self-insurance, provided it can demonstrate that it has a new worth of Ten Million Dollars ($10,000,000.00) within the preceding year. The City, at its sole discretion, may allow Grantee to self-insure, provided the self-insurance program complies with the provisions and specified limits contained herein, and is approved by the City Administrator and City Attorney.

C. File with the City Clerk, within ten (10) business days after the City Council adopts and passes the ordinance granting this Franchise, keep on file with the City Clerk a bond issued by an admitted surety insurer, and in a form approved by the City Attorney, in the penal sum of One Hundred Thousand Dollars ($100,000.00), conditioned upon that the Grantee shall well and truly observe, fulfill, and perform each condition of the Franchise and that, in case of any breach of condition of the bond, the whole amount of the penal sum therein specified shall be recoverable from the principal and surety upon said bond. If said bone is not filed, or if it does not receive the approval of the City Attorney, the Franchise may be revoked or forfeited, and any money paid to the City in connection therewith shall be retained by the City.

SECTION 14. REIMBURSEMENT FOR CITY'S POSTING AND PUBLICATION EXPENSES.

The Grantee shall pay to the City a sum of money sufficient to reimburse the City for all posting and publication expenses incurred in connection with the granting of this Franchise. Such payment shall be made by Grantee within thirty (30) days after the City provides to the Grantee a written statement of such expenses.

SECTION 15. MISCELLANEOUS PROVISIONS.

A. Captions. The Captions here are for convenience and reference only, and are not part of this Franchise, and do not in any way limit, define, or amplify the terms and provisions hereof.

B. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is for any reason held to be invalid or unconstitutional by the decisions of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Franchise.

C. Governing Law. This Franchise has been made and shall be construed and interpreted in accordance with the laws of the State of California.

D. Integration. This ordinance integrates all terms and conditions in connection with the Franchise, and supersedes all negotiations and prior understandings, either oral or in writing. This Franchise shall not be modified unless in writing and duly approved by each of the parties.

E. Execution. The Mayor of this City shall approve and sign and the City Clerk shall attest to the passage of this ordinance. This Ordinance shall take effect thirty (30) days from the date of its adoption, and prior to the expiration of fifteen (15) days from the adoption hereof, the City Clerk, pursuant to Government Code Section 36933(c)(1}, shall cause a summary of this Ordinance to be published in a local newspaper, along with the record of the vote for approval and adoption, and shall post a certified copy of the full text of this Ordinance, along with the record of the vote thereon. Once this Franchise becomes effective, it shall be deemed to be applicable as of September 1, 2026.

SECTION 16. The City Clerk shall attest and certify to the passage and adoption of this ordinance, which shall take effect thirty (30) days after the date of its adoption, and shall cause the same to be published as required by law.

PASSED, APPROVED, AND ADOPTED 24th DAY OF JUNE 2026.

_____
Georgina Tamayo, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was introduced at the regular meeting of the City Council on the 24th day of June, 2026, and was adopted by the City Council of the City of Montebello at its meeting held on the 24th day of June, 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Christopher Jimenez, City Clerk

ORDINANCE NO. 2327

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO GRANTING TO CRIMSON CALIFORNIA PIPELINE L.P., ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO LAY AND USE PIPES AND APPURTENANCES FOR TRANSMITTING AND DISTRIBUTING OIL OR PRODUCTS THEREOF, FOR ANY AND ALL PURPOSES IN, UNDER, ALONG, ACROSS OR UPON THE PUBLIC STREETS, WAYS, ALLEYS AND PLACES, AS THE SAME NOW OR MAY HEREAFTER EXIST, WITHIN THE CITY OF MONTEBELLO.

WHEREAS, the City of Montebello received a request from Crimson California Pipeline L.P. for a franchise to lay and use pipes and appurtenances for transmitting and distributing oil or products thereof, for any and all purposes in, under, along, across or upon the public streets, ways, alleys and places within the City of Montebello.

WHEREAS, Union Oil Company had a twenty-five year pipeline franchise in the City of Montebello that expired in 1996. Tosco Corporation purchased Union Oil Company and was granted a franchise by the City of Montebello. Recently, Crimson California Pipeline L.P. acquired said pipelines from Tosco Corporation, and seeks to be granted by the City, a franchise for ten (10) years, for the same pipelines.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO DOES HEREBY ORDAIN AS FOLLOW:

SECTION 1. Definitions

Whenever in this ordinance the words or phrases defined in this section are used, they shall have the meanings assigned to them in the following definitions:

A. "City" shall mean the City of Montebello, a municipal corporation of the State of California, in its present incorporated form or in any later reorganized, consolidated, enlarged or reincorporated form.

B. "Administrator" shall mean the City Administrator of the City.

C. "Engineer" shall mean the City Engineer of the City, or the Engineer's written designee.

D. "Franchise" shall mean and include the authorization by the City to transmit and distribute oil or products thereof for any and all purposes under, along, across or upon the public streets, ways, alleys and places in the City by means of pipes and appurtenances.

E. "Grantee" shall mean Crimson California Pipeline L.P., a corporation organized and existing under, and by virtue of the laws of the State of California, and its lawful successors or assigns.

F. "Lay and use" shall mean to lay, construct, erect, install, operate, maintain, use, repair, replace, or remove.

G. "Oil or products thereof" shall mean oil, gas, gasoline, petroleum, wet gas, hydrocarbon substances, water, waste water, mud, steam and other liquid substances not more hazardous than the aforesaid substances.

H. "Pipes and appurtenances" shall mean pipes, pipelines, manholes, values, appurtenances and service connections necessary or convenient for the operation of said pipes or pipelines, including conduits, cathodic protection devices, wires, cables, other appurtenances and fiber optic communications systems necessary or convenient for the exercise of the Grantee's business in, upon, along, across, under or over those streets of the City which are described in Exhibit "A" Attached hereto.

I. "Streets" shall mean the public streets, ways, alleys and places within the City as the same now or may hereafter exist, and in which the City has the authority to grant a franchise.

SECTION 2. Granting Clause/Rights to Grantee; Term of Franchise

A. The right, privilege and franchise, subject to all of the terms and conditions contained in this ordinance and pursuant to the provisions of Division 3, Chapter 2 of the California Public Utilities Code, known as the Franchise Act of 1937, is hereby granted to Grantee, to use, or to lay and use pipes and appurtenances for transmitting and

distributing oil or products thereof for any and all purposes, under, along, across or upon the public streets within the City, as described in Exhibit "A" attached hereto.

In addition, the City also hereby grants to Grantee the right to install, operate, maintain, replace, repair, abandon in place and/or remove such scraper traps, manholes, flanges, conduits, culverts, vaults, valves, appliances, cathodic protection systems, attachments and other appurtenances (collectively hereinafter called "appurtenances") as may be necessary or convenient for the proper maintenance and operation of the pipelines under this Franchise; provided, however, that Grantee shall first secure the requisite permits and/or approvals from City for construction or excavation.

This Franchise is granted in lieu of all other franchises for pipelines held by the Grantee, or by any successor of the Grantee, for transmitting and distributing oil or products thereof within the limits of the City, as such limits now or may hereafter exist. The acceptance of this franchise shall operate as an abandonment of all such franchises within the limits of the City, as such limits now or may hereafter exist, in lieu of which this franchise is granted, and as an agreement to comply with all terms and conditions hereof.

B. This Franchise shall be for a term of ten (10) years from and after the effective date of this Ordinance (hereinafter referred to as "initial term"), or until such earlier time that:

(1) It is voluntarily surrendered or abandoned by the Grantee; or

(2) The State of California, or some municipal or public corporation thereunto duly authorized by law, shall purchase by voluntary agreement, or shall condemn and take under the power of eminent domain, all property actually used and useful in the exercise of this franchise, and situated within the territorial limits of the public entity purchasing or condemning such property; or

(3) This franchise is forfeited for noncompliance by the Grantee with its terms and provisions.

C. Grantee shall further have an option to extend this Franchise for an additional ten (10) year period of time, prior to the end of the initial term of this Franchise, upon written approval by the City. The parties shall commence good faith negotiations on such extension upon notification from Grantee to the City of its election to renew this Franchise, which notice shall be given no later than twelve (12) months prior to the expiration of the initial term.

SECTION 3. Compensation

Grantee shall pay to the City of Montebello the following:

A. Base Annual Fee

During the term of this Franchise, Grantee shall pay to the City a base annual fee for this Franchise as set forth below, said fee to be in accordance with California Public Utilities Code, Section 6231.5, provided that said fee is subject to increase to the maximum rate established in subsequent amendments of the California Public Utilities Code. The Franchise fee shall be prorated for the remainder of the calendar year based on a 360-day year, with the first payment of the Franchise fee accruing from September 1, 2008.

The base annual fee, subject to adjustment in accordance with paragraph B of this Section 3, is determined as follows:

(1) Pipe of eight inches or less in nominal internal diameter: the annual fee shall be twenty-nine cents ($0.29) per linear foot;

(2) Pipe greater than eight inches in nominal diameter: the annual fee shall be twenty-nine cents ($0.29) per linear foot for the first eight inches of nominal internal diameter, plus four cents ($0.04) per nominal internal diameter inch for each inch or fraction thereof over eight inches.

In the event of partial abandonment of pipelines as provided in the Ordinance, or in the event of partial removal of such pipelines by the Grantee, the payments otherwise due the City for occupancy of the streets by such pipelines shall be reduced by the length and diameter of pipeline abandoned or the actual pipeline removed, beginning with the first day of the next succeeding Franchise year, and for each franchise year thereafter; provided, however, that the base rate shall be modified to reflect the increase (per paragraph B of this Section) applicable to

such abandoned or removed pipeline at the beginning of the next succeeding Franchise year following abandonment or removal.

Said base annual fee shall be due and payable annually, during the term of the franchise, within thirty (30) days after receipt of written demand from the City and the filing of the report required and outlined in Paragraph C of this Section 3. Any fees charged or expenses charged to Grantee by City pursuant to this Section, or any other provision of this Ordinance, unless disputed in good faith, shall be paid when due, or shall be deemed delinquent. Any undisputed delinquent amounts shall accrue interest commencing thirty (30) days after the due date, at the rate of one and one-half percent (1.5%) per month (based upon a 30-day calendar month) or any lesser amount if required by law. Any neglect, omission or refusal by said Grantee to pay any undisputed delinquent fee with any late charges, within thirty (30) days of delinquency, at the times or in the manner herein provided, shall be grounds for a declaration of a forfeiture of this Franchise and of all rights hereunder.

Payments are to be made to the Office of Treasurer, City of Montebello, or at such place as the City shall, from time to time, designate in writing. The base annual fee described herein shall be paid annually during the life of the franchise, including the year of granting the franchise.

B. Annual Increase

The amount of each annual payment of the base annual fee shall be subject to an increase after the first year of the Franchise and each subsequent year during the term of this Franchise, based on the provision of California Public Utilities Code Section 6231.5, as amended.

The increase to said compensation as provided for subsequent years, shall be based on the Consumer Price Index (CPI), All Urban Consumers, for the Los Angeles-Anaheim-Riverside area (1982-84 = 100), as published by the United States Bureau of Labor Statistics, Department of Labor, for the month of September immediately preceding the month in which payment is due and payable, divided by the Consumer Price Index, All Urban Consumers, for the Los Angeles-Anaheim-Riverside area, for the month of September 2002, which equals 183.4. If the index is discontinued or revised during the term of this Franchise, such other governmental price index or computation with which it is replaced chosen by the City shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

The Engineer shall determine the adjustment in CPI in accordance with this paragraph and provide the Grantee with the correct schedule prior to December 1 preceding the month of January in which payment shall be due and payable.

C. Reports Required

The Grantee shall file with the City Clerk and Director of Finance, within three months after the expiration of the calendar year, or fractional calendar year, following the date of the granting of this Franchise and within three months after the expiration of each calendar year thereafter, two copies of a report duly verified by the oath of the Grantee or by the oath of a duly authorized representative of the Grantee, showing for the immediately preceding franchise period:

1. The length of pipelines in lineal feet covered by this Franchise;

2. The nominal internal diameter of such pipelines expressed in inches;

3. The rate per foot per year; and

4. The total amount due the City.

SECTION 4. Rights of the City

A. This Franchise granted hereunder shall not in any manner or to any extent impair or affect any right of the City to acquire the property of the Grantee, either by purchase or through the exercise of the right of eminent domain, subject to Grantee's rights, remedies and defenses thereto, and nothing herein contained shall be construed to contract away, or to modify or to abridge, either for a term or in perpetuity, the City's right of eminent domain in respect to the Grantee, nor shall this franchise be given any value before any court or other public authority in any proceeding of any character in excess of the necessary publication costs and any other sums paid by Grantee to the City at the time of the acquisition of this franchise.

B. In connection with any change in grade, alignment or width of any public street, way, alley or place, or the construction of any subway or viaduct, or any other street improvement of any kind by the City, Grantee shall, at the request of the City and at

Grantee's sole cost and expense, comply with all of the following provisions, as applicable:

(1) Within ninety (90) days after receipt by Grantee of a notice in writing from the City that work is to be done pursuant to any reserved right and specifying the general nature of the work and the area in which the same is to be performed, the Grantee shall commence to do all things necessary to protect and support its franchise property during the progress of such work. If so ordered by the City, Grantee shall disconnect, remove or relocate those pipes and appurtenances installed, used and maintained within the street to such extent, in such manner, and for such period as shall be necessary to permit the performance of such work in an economical manner, and to permit the maintenance, operation and use of such street improvement.

(2) Grantee shall pay the City the full amount of any increase in cost for the construction, installation or repair of any bridge, or any artificial support in or underlying any street in which any pipes or appurtenances of the Grantee are located, if such increase in cost is required in order to provide for the installation, maintenance or operation of Grantee's pipes or appurtenances in or on the street area which the bridge or other artificial support covers or underlies.

(3) Grantee shall cooperate with the City to take all actions reasonably necessary in order to accomplish the completion of any City street improvement project within a reasonable period of time. After receipt by Grantee of a notice in writing from the City that work is to be done, the Grantee shall diligently prosecute such work to completion.

In the decision process necessary to determine if Grantee's pipelines and/or appurtenances thereto, are required to be relocated, the City shall also consider all known future projects that, if done separately, may cause multiple relocation of the pipelines and/or appurtenances. If such known future projects can be identified, full consideration of concurrent projects shall be given by City. If the City requires the relocation within the public street, way, alley or place more than once within a period of ten (10) years, the City shall pay the cost of the second and all subsequent relocations within such ten (10) year period.

Prior to the commencement of any rearrangement of pipelines which Grantee is required to make hereunder, the Grantee shall be given not less than ninety (90) days written notice, which notice shall specify the time that work is to be accomplished. In the event that the City shall change the planned rearrangement of pipelines, or the notice given to Grantee, the Grantee shall be given an additional period of not less than sixty (60) days to accomplish such work.

Except as provided herein in the paragraphs above, when City requires a rearrangement, and such rearrangement is done for the accommodation of any person, firm, corporation or public agency other than the City, the cost of such rearrangement shall be borne by the accommodated party. Such accommodated party, in advance of such rearrangement, shall (a) deposit with the Grantee either cash or a corporate surety bond in an amount, as in the reasonable discretion of the Grantee, to pay the costs of such rearrangement, and (b) execute an instrument agreeing to indemnify, defend and hold harmless Grantee from any and all damages or claims caused by such rearrangement. This provision shall not be construed to require Grantee to rearrange facilities. Any accommodation for rearrangement of Grantee's facilities shall be made at the sole discretion of Grantee.

Nothing in this Franchise contained herein shall be construed to require the City to move, alter, or relocate any of its pipelines upon said streets at its own expense, for the convenience, accommodation or necessity of any other public utility, person, firm or corporation, now or hereafter owning a public utility system of any type or nature, or to move, alter, or relocate any part of its pipelines upon said streets for the convenience, accommodation or necessity of the Grantee.

SECTION 5. Other obligations of Grantee; Indemnification; Insurance

The Grantee of this franchise shall comply with all of the following provisions:

A. Within sixty (60) days after the City Council adopts and passes the ordinance granting this franchise, Grantee shall file with the Engineer improvement plans relating to all facilities located within the City of Montebello, and a map or maps showing the location, length and size of all such facilities which have been installed, relocated, removed or abandoned.

B. Within six (6) months after the installation or any new pipelines under this franchise, Grantee shall file with the Engineer an "as built" map or maps showing the location, length and size of all pipelines so installed.

C. Grantee shall construct, install and maintain all pipes and appurtenances in a good and workmanlike manner, and of good materials, and operate in conformity with all applicable ordinances, rules and regulations heretofore or hereafter adopted by the legislative body of the city, the governing State and Federal agencies having jurisdiction, including but not limited to, the State of California Office of State Fire Marshall (Pipeline Safety Division) and the U.S. Department of Transportation, and all applicable requirements concerning pipeline design, construction, testing, maintenance, surveillance and operation of utility gathering, transmission and distributing pipeline systems. In case of public utilities subject to the jurisdiction of the Public Utilities Commission of the State of California, the rules, regulations and orders of the Public Utilities Commission shall govern whenever any conflict may exist between them and the applicable ordinances, codes, rules and regulations adopted or prescribed by the City. The Grantee shall obtain and maintain a permit from the Los Angeles County Fire Department to construct, install, use, operate, repair or modify a pipeline for the transportation of flammable or combustible liquids.

D. Grantee shall pay to the City, on demand, the cost of all repairs to public property made necessary by any operations of the Grantee under this Franchise, provided Grantee fails to make such repairs after notice and reasonable opportunity to complete such repairs.

E. Grantee shall indemnify, defend and hold harmless the City, its elected officials, officers, agents and employees, from and against any and all claims, losses, liabilities, damages, demands, actions, judgments, causes of action, assessments, penalties, costs and expenses (including, without limitation, reasonable fees of legal counsel, expert witnesses and accountants) arising out of or resulting from Grantee's operations under this franchise, and for all damages resulting from the failure of Grantee to faithfully observe and perform each and every provision of this franchise and of Division 3, Chapter 2 of the California Public Utilities Code. Grantee shall be solely responsible for complying with all laws, regulations, and other orders which are applicable to the installation, repair, relocation or removal of its facilities, whether federal, state or local. City's approval of such installation, repair, relocation or removal shall not be deemed to relieve Grantee of any liability Grantee may have for contaminated soils or other environmental liability attributable to or arising from Grantee's pipes, appurtenances and other facilities. Grantee acknowledges that the City has no obligation or responsibility for conducting or accomplishing any such installation, repair, relocation or removal, or for compliance with any laws, regulations, or orders applicable thereto, and Grantee agrees that the City shall not be liable or responsible in any manner for any loss, claim, or damage, including environmental damage, attributable to or arising out of Grantee's activities involved in the installation, repair, relocation or removal of Grantee's pipes, appurtenances and other facilities. Any fee paid by Grantee pursuant to this Franchise shall in no way limit Grantee's obligation to compensate City for any damage, claim, expense or loss whatsoever, as set forth in this paragraph.

F. Grantee shall, at Grantee's sole cost and expense, keep or cause to be kept in full force and effect, for the mutual benefit of City and Grantee, a comprehensive form of general liability insurance against claims and liability for personal injury, death or property damage arising from the use, construction, maintenance or operation of this Franchise, of at least Two Million Dollars ($2,000,000.00) for any one accident, incident or occurrence, and at least One Million Dollars ($1,000,000.00) for property damage.

All insurance required by express provisions of this Ordinance and Franchise shall be carried only with responsible insurance companies licensed to do business in the State of California. All such policies shall contain language to the effect that (1) the insurer waives the right of subrogation against City and City's agents and representatives, (2) the policies are primary and non-contributing with any insurance that may be carried by City, and (3) the policies cannot be cancelled or materially changed without thirty (30) days written notice to the City by insurer. Grantee shall furnish City with copies of all such policies promptly upon receipt of them, or endorsements evidencing the insurance. For commencement of the Franchise, Grantee shall furnish City with binders representing all insurance required by this Ordinance. Grantee may effect, for its own account, any insurance not required under this ordinance. All insurance policies for property damage and

personal injury required by this Ordinance and Franchise, shall be issued to Grantee, and shall name the City as additional insured.

Grantee shall deliver to City, in the manner provided for notices, copies or endorsements of all insurance policies required by this Ordinance, within the following time limits:

(1) For insurance required at commencement of this Ordinance, within thirty (30) days after this Ordinance becomes effective;

(2) For insurance becoming required at a later date, at least ten (10) days before the requirement becomes effective, or as soon thereafter the requirement, if new, becomes effective; and

(3) For any renewal or replacement of a policy already in existence, at least twenty (20) days after expiration or other termination of the existing policy.

If Grantee fails or refuses to procure or maintain insurance as required by this Ordinance or fails or refuses to furnish City with required proof that the insurance has been procured and is in force and paid for, City shall have the right, at City's election with ten (10) days written notice, to declare this franchise in default.

SECTION 6. Assignability

Grantee may not sell, transfer or assign this Franchise or any interest therein directly or indirectly, or any of the rights or privileges hereby granted, without the written consent of City, said consent to not be unreasonably withheld. Notwithstanding the above statement, Grantee may transfer or assign this Franchise to any parent, subsidiary or affiliate without obtaining the consent of City, provided Grantee provides written notification within thirty (30) days of said transfer or assign and submits written evidence of the same, including a certification executed by a duly authorized officer of the Grantee. Upon compliance with the foregoing, this Franchise shall be binding on the successors and assigns of the parties hereto, and shall insure to the benefit of the successors and assigns of the parties hereto.

SECTION 7. Excavations

A. The Grantee shall obtain an excavation permit, and pay the applicable fee therefore, prior to commencing any excavation in any street or public right-of-way, or before disturbing the earth beneath the surface of the street, except in the case of an emergency. The Grantee may obtain an excavation permit by filing a set of excavation plans or drawings with the Engineer, which plans shall be subject to the Engineer's review and approval. The excavation plans shall show the location of the proposed excavation, as well as the location of all existing pipes, sewers, conduits, improvements and other facilities in or under any Street or public property in which the franchise property is located or proposed to be located. The excavation plans shall also contain an adequate description of the proposed work including an estimate of the duration of interference with any street traffic. Prior to the issuance of any excavation permit for the construction or installation of a pipeline for the transmission of flammable or combustible liquids, gases or hazardous materials, a permit shall be obtained from the Los Angeles County Fire Department. If the proposed location of the excavation does not, or will not, unreasonably interfere with the use of the Streets by the City, and complies with all applicable laws, the Engineer shall approve the same, and issue permit(s) therefore.

B. Where it is necessary to lay any underground pipes through, under or across any portion of a paved or macadamized street, such work, where practicable and economically feasible, shall be done by a tunnel or bore so as not to disturb the foundation of such paved or macadamized street. If the same cannot be done, or if it is necessary to cut the street in order to access existing pipes and appurtenances, such work shall be done pursuant to an excavation permit, as provided in paragraph A above, to be issued by the Engineer upon application therefore.

C. All work shall be subject to inspection by the Engineer. All street coverings or openings, valves, vaults and manholes shall at all times be kept flush with the surface of the streets; provided, however, that vents for underground vaults and manholes as well as cathodic protection devices, including pole-mounted rectifiers may, subject to the prior approval of the Engineer, extend above the surface of the streets when such vents and cathodic protection devices, including pole-mounted

rectifiers, are located in parkways, between the curb and the property line. The Grantee shall provide adequate traffic safety barriers, signs, devices and traffic safety warning equipment in accordance with City ordinances, rules or regulations, and shall comply with such additional safety measures as the Engineer may direct.

D. In emergencies, Grantee may commence excavation of streets without prior permit; provided, however, Grantee acts in a reasonable and diligent manner as soon as practicable after said emergency to obtain a permit authorizing such work.

E. Grantee acknowledges that the City's records may not be complete and that pipes and appurtenances previously unknown to City are frequently discovered. Consequently, by granting this franchise or by approving any excavation permit requested by Grantee, the City does not warrant the accuracy of information supplied to the Grantee by the City regarding the location or existence of other facilities. Nothing herein shall be deemed to make the City, or any officer, agent or employee of the City, responsible or liable to the Grantee or to any other person by virtue of the City's approval of excavation permit plans, regardless of whether any information is supplied by the City to the Grantee pertaining to the location of existing pipes, facilities or other improvements on, in or under any street or other public property.

SECTION 8. Grantee's Emergency Response Plan; Pipeline Accidents

A. The Grantee shall develop and maintain an emergency response plan, satisfactory to the Engineer, which covers all franchise operations within the City. In general, an emergency response plan meeting the requirements of Federal and State law and containing the information contained in this section shall be acceptable. The emergency response plan shall include a 24-hour notification program and proof of arrangements capable of providing emergency response services, including but not limited to traffic control, street excavation pipeline repair, supplies and services as necessary, within two (2) hours of notification of any problem, and such other information as the Engineer shall reasonably require. Repairs to a public street, alley or parkway shall be completed within seventy-two (72) hours if reasonably possible unless otherwise authorized by the Engineer. The Engineer shall be notified ten (10) days in advance of any proposed change in such arrangements. Any changes in or revisions to Grantee's emergency response plan shall be submitted to the Engineer on the first working day of the subsequent calendar year.

B. Whenever any pipeline or appurtenance breaks or leaks so as to cause the release of oil or products thereof into the public right-of-way, Grantee, and any other person using or controlling the pipeline or appurtenance, shall immediately notify the City's Police Department and Engineering Division and shall implement precautionary safety measures including traffic control, system shutdown, valve closures, and public notification. In the event of an emergency which threatens life, health, safety, or property, and where it is not possible to obtain an excavation permit prior to commencement of the work, the Grantee may commence such work; provided, however, that within seventy-two (72) hours thereafter the Grantee shall make application to the Engineer for an excavation permit in accordance with the procedures specified herein. The Engineer may impose conditions upon the issuance of the excavation permit, and all work shall be subject to inspection. Adequate traffic safety barriers shall be maintained at all times, and any damaged portion of the street shall be restored to at least the condition that existed immediately prior to the damage.

C. If any portion of any City street is damaged by reason of defects, breaks or leaks in any of the pipes and appurtenances maintained or constructed by Grantee, or by reason of any other cause attributable to or arising from the operation of any pipes and appurtenances constructed or maintained by Grantee, the Grantee shall, at its sole cost and expense, immediately repair all damage and restore the street to the condition existing before such damage occurred. All such work shall be done under the direction of the Engineer and to the reasonable satisfaction of the Engineer. Grantee shall repair such damage and restore the street within three (3) working days after written demand therefore by the Engineer, or such other period as the Engineer may authorize when required for the protection of the public health and safety.

If the Grantee, after reasonable notice, fails or refuses to pave, surface, grade, repave, resurface or regrade any damaged street as required by the provisions of this franchise, the City may cause the work to be done and shall keep an itemized account of all costs incurred. The Grantee agrees to, and shall, reimburse the City

for all such costs, including reasonable administrative overhead expenses, within thirty (30) days after presentation to Grantee of an itemized account of such costs.

SECTION 9. Abandonment

Should Grantee elect to abandon all or any part of the pipes and appurtenances which encompass this Franchise, such abandonment shall be accomplished by Grantee as required by the State of California Pipeline Safety Act, or other governing State or Federal laws or statutes. Grantee shall not owe the City any compensation for the privilege of said abandonment. The ownership of all franchised property so abandoned in place, shall immediately vest in the City.

SECTION 10. Default

A. Effect of Default

In the event that the Grantee shall default in the performance of any of the terms, covenants and conditions herein, and such default is curable, the City may give written notice to Grantee of such default. In the event that the Grantee does not commence the work necessary to cure such default within sixty (60) days after such notice is sent, or prosecute such work diligently to completion, the City may declare this Franchise forfeited. Upon giving written notice thereof to Grantee, this Franchise shall be void, and the rights of the Grantee hereunder shall terminate, and the Grantee shall execute an instrument of surrender and deliver same to City. In the event of noncompliance by the Grantee with any of the conditions hereof, the City may, in addition to all other remedies provided for herein, bring suit for the forfeiture or termination of this Franchise.

B. Force Majeure

In the event Grantee is unable to perform any of the terms of this Franchise by reason of strikes, riots, acts of God, acts of public enemies, or other such causes beyond its control, it shall not be deemed to be in default or have forfeited its rights hereunder, if it shall commence and prosecute such performance with reasonable promptness, as soon as possible to do so.

C. Cumulative Remedies

No provision herein made for the purpose of securing the enforcement of the terms and conditions of this Franchise shall be deemed an exclusive remedy, or to afford the exclusive procedure, for the enforcement of said terms and conditions, but the remedies and procedures herein provided, in addition to those provided by law, shall be deemed to be cumulative.

SECTION 11. Dispute Resolution

If a dispute arises between the parties relating to this Franchise, the parties agree to use the following procedure prior to either party pursuing other available legal remedies. A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) days after such meeting the parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to mediation. City and Grantee shall equally advance a proportionate share of the costs of mediation. The parties shall jointly appoint a mutually acceptable mediator within thirty (30) days from the conclusion of the negotiation period. The parties agree to participate in good faith in the mediation and negotiations related thereto, for a period of sixty (60) days. Any decision of the mediator shall be supported by written findings of facts and conclusions of law. If the parties are not successful in resolving the dispute through the mediation, the matter may be submitted to a court of law. If any action at law or in equity is brought, the prevailing party in such litigation shall be entitled to an award of reasonable attorneys' fees in addition to any other relief to which it may be entitled.

SECTION 12. Notice

Any notice required to be given under the terms of this Franchise, the manner of service of which is not specifically provided for here, may be served to the following identified addresses, or to such other address as may from time to time be furnished in writing by one party to the other, and by depositing said notice in the United States mail, postage prepaid. When the services of any such notice is made by mail, the time such notice shall begin with and run from, is the date of deposit of the same in the United States mail.

Upon City: City of Montebello
Richard Torres
City Administrator
1600 West Beverly Boulevard
Montebello, CA 90640

Upon Grantee: Crimson Pipeline, L.P.
410 17th Street, #1010
Denver, CO 80202

With a copy to: Mr. Larry W. Alexander
Crimson Pipeline, L.P.
2459 Redondo Avenue
Long Beach, CA 90806

SECTION 13. Grantee's Acceptance of Franchise

Except as otherwise stated herein, Grantee shall, within thirty (30) days after passage and adoption of this ordinance granting the Franchise, file with the officers of the City designated herein the following instruments or documents:

A. File with the City Clerk Grantee's written acceptance of the terms and conditions of this ordinance.

B. File with City Clerk certified copies of the policies of liability insurance and workers' compensation insurance, or, in lieu thereof, certificates evidencing such insurance, which policies shall be in accordance with the terms and conditions of this ordinance. Notwithstanding anything to the contrary, Grantee may provide a program of self-insurance provided it can demonstrate that it had a net worth of Ten Million Dollars ($10,000,000.00) within the preceding year. The City, at its sole discretion, may allow Grantee to self-insure provided the self-insurance program complies with the provision and specified limits contained herein, and is approved by the City Administrator and City Attorney.

C. File with the City Clerk, within ten (10) business days after the City Council adopts and passes the ordinance granting this franchise, and thereafter at all times during the life of the franchise, keep on file with the City Clerk a bond issued by an admitted surety insurer, and in a form approved by the City Attorney, in the penal sum of One Hundred Thousand Dollars ($100,000.00), conditioned upon that the Grantee shall well and truly observe, fulfill, and perform each condition of the franchise and that, in case of any breach of condition of the bond, the whole amount of the penal sum therein specified shall be recoverable from the principal and surety upon said bond. If said bond is not filed, or if it does not receive the approval of the City Attorney, the franchise may be revoked or forfeited and any money paid to the City in connection therewith shall be retained by the City.

SECTION 14. Reimbursement for City's posting and publication expenses

The Grantee shall pay to the City a sum of money sufficient to reimburse the City for all posting and publication expenses incurred in connection with the granting of this franchise. Such payment shall be made by Grantee within thirty (30) days after the City provides to the Grantee a written statement of such expenses.

SECTION 15. Miscellaneous Provisions

A. Captions. The captions here are for convenience and reference only, and are not part of this Franchise, and do not in any way limit, define or amplify the terms and provisions hereof.

B. Severability. If any section, subsection, sentence, clause, phrase or portion of this Franchise is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Franchise.

C. Governing Law. This Franchise has been made and shall be construed and interpreted in accordance with the laws of the State of California.

D. Integration. This ordinance integrates all terms and conditions in connection with the Franchise, and supersedes all negotiations and prior understandings, either oral or in writing. This Franchise shall not be modified unless in writing and duly approved by each of the parties.

E. Execution. The Mayor of this City shall approve and sign and the City Clerk shall attest to the passage of this ordinance. This Ordinance shall take effect thirty (30) days from the date of its adoption, and prior to the expiration of fifteen (15) days from the adoption hereof, the City Clerk, pursuant to Government Code Section 36933(c)(1), shall cause a summary of this Ordinance to be published in a local newspaper, along with the record of the vote for approval and adoption, and shall post a certified copy of the full text of this Ordinance, along with the record of the vote thereon. Once this Franchise becomes effective, it shall be deemed to be applicable as of September 1, 2008.

SECTION 16. The City Clerk shall attest and certify to the passage and adoption of this ordinance, which shall take effect thirty (30) days after the date of its adoption, and shall cause the same to be published as required by law.

PASSED AND APPROVED this 14th day of January, 2009

Rosemarie Vasquez, Mayor

ATTEST:

Robert J. King, City Clerk

APPROVED AS TO FORM:

Arnold Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)ss.
CITY OF MONTEBELLO)

I, Robert J. King, City Clerk of the City of Montebello, do hereby certify that the foregoing Ordinance No.2327 was introduced, on January 14, 2009 was passed and duly adopted by the City Council of the City of Montebello at their regular meeting of January 28, 2009, and carried by the following vote:

AYES: Members: Molinari, Urteaga, Salazar, Saucedo-Rodriguez, Vasquez

NOES: Members: None

ABSTAIN: Members: None

ABSENT: Members: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on this 28th day of January 2009.

Robert J. King, City Clerk

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Houston - Alliant Insurance Services, Inc.
5444 Westehimer Rd.
Suite 900
Houston TX 77056

License#: 0C36861

CRIMMID-01

INSURED
Omega Pipeline Company, LLC
1100 Walnut St.
Suite 3350
Kansas City MO 64106

CONTACT NAME: Jenna Daniels
PHONE (A/C, No, Ext): 7134704359 **FAX (A/C, No):** 832-485-4001
E-MAIL ADDRESS: jenna.daniels@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1979277555 **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			81GPP5008501	6/1/2021	11/1/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			81CAB5008601	6/1/2021	11/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	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)	$
								$
A	X UMBRELLA LIAB X OCCUR			81ULP5008701	6/1/2021	11/1/2022	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		81WCI5008401	6/1/2021	11/1/2022	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Ordinance No. 2327. Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Excess Liability policies. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability, Excess Liability and Workers Compensation policies.

CERTIFICATE HOLDER

City of Montebello
Richard Torres
City Administrator
1600 West Beverly Boulevard
Montebello CA 90640

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 60

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **2.** of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION WHERE REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHERE REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO LOSS.	
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(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHERE REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO LOSS.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Number of Days' Notice 60

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: 81CAB5008601

Named Insured: CRIMSON MIDSTEAM OPERATING, LLC

This endorsement is effective on the inception date of this Policy unless otherwise

stated herein: Endorsement Effective Date: 6/1/2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: CRIMSON MIDSTREAM OPERATING, LLC

Endorsement Effective Date: 06/01/2021

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZAION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - BLANKET

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person or organization who is required under a written contract to be included as an "insured" under this policy, but only with respect to their legal liability for your acts or omissions or the act or omissions of a person for whom **Covered Autos Liability Coverage** is afforded under this policy.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 81CAB5008601

Named Insured: CRIMSON MIDSTREAM OPERATING, LLC

This endorsement is effective on the inception date of this Policy unless otherwise

stated herein: Endorsement Effective Date: 06/01/2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT - DESIGNATED CONTRACT(S)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

SCHEDULE

Designated Contract(s):

ALL PARTIES WHERE REQUIRED
IN A WRITTEN CONTRACT

With respect to the contract(s) designated in the Schedule above, it is agreed that the following subparagraph **e.** is added to **SECTION IV - BUSINESS AUTO CONDITIONS**, Paragraph **B. 5.** and **SECTION V – GARAGE CONDITIONS,** Paragraph **B. 5.**

5. Other Insurance

e. With respect to **SECTION II - LIABILITY COVERAGE**, where you are specifically required by a written contract designated in the Schedule above to provide insurance that is primary and non-contributory, and the written contract designated in the Schedule above so requiring is executed by you before any "accident", this insurance will be primary and the other insurance will not contribute with this insurance, but only to the extent required by that written contract.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.) Policy Number: 81CAB5008601

Named Insured: CRIMSON MIDSTREAM OPERATING, LLC

Endorsement Effective Date: 06/01/2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Number Of Days' Notice	60

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in Paragraph **2.** of either the **Cancellation** Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **9. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

EARLIER NOTICE OF CANCELLATION PROVIDED BY US ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attached clause" is to be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 06/01/2021 at 12:01 A.M. standard time, forms a part of
Policy No. 81WCI5008401 of the

_____
Insurance Company

Issued to CRIMSON MIDSTREAM OPERATING, LLC

(Named Insured)

_____
Authorized Representative

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **2.** of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule below.

All the terms and conditions of the Policy which are not inconsistent with this endorsement continue to apply.

SCHEDULE

Number of Days' Notice: 60

POLICY NUMBER: 81WCI5008401

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. (☐) Specific Waiver
   Name of person or organization

   (☒) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium:
   The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: **INCLUDED**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 06/01/2021 Policy No. 81WCI5008401 Endorsement No.
Insured CRIMSON MIDSTREAM OPERATING, LLC. Premium INCL.
Insurance Company ARCH INSURANCE COMPANY

DATE OF ISSUE: Countersigned By _____

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POLICY NUMBER: 81WCI5008401

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO DATE OF LOSS.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 06/01/2021 Policy No. 81WCI5008401 Endorsement No.

Insured CRIMSON MIDSTREAM OPERATING, LLC Premium INCL.

Insurance Company ARCH INSURANCE COMPANY

DATE OF ISSUE: Countersigned By _____

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ITEM # 31

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 PROFESSIONAL SERVICES AGREEMENT NO. 4546 WITH STAFFORD LIGHTS FOR CITY HALL LIGHTING INSTALLATION**

DATE: June 24, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Professional Services Agreement No. 4546 with Stafford Lights for City Hall lighting installation in an amount not-to-exceed $59,999; and
2. Authorize the City Manager to take actions necessary to execute and finalize an agreement on behalf of the City of Montebello; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The total not-to-exceed cost for City Hall light installation from Stafford Lights under the proposed agreement (Attachment A) is $59,999.

This project is considered a public works project as it requires permanent installation to City facilities and will comply with all prevailing wage requirements. Accordingly, the project falls under Montebello Municipal Code Section 3.20.140, which provides that, in accordance with the Uniform Public Construction Cost Accounting Act, public projects with a value of $75,000 or less may be procured through a negotiated contract or purchase order and do not require formal competitive bidding.

Although formal quotes were not required, staff researched several commercial lighting options and obtained quotations from two additional vendors offering comparable systems. After evaluating the available options, staff selected Stafford Lights because it is the locally authorized distributor and installer of the BlueHopper lighting system and provided the best overall value for the City.

The project will be funded utilizing the Arts in Public Places fund (Account No. 252-30-

510-7115, Arts in Public Places, Public Works, Facilities, Building Improvements). The Fiscal Year 2026-27 adopted budget includes appropriations for the anticipated use of this funding for various permissible projects. Therefore, no budget amendment is needed as part of the recommended action as sufficient appropriations exist in Fund 252.

BACKGROUND/DISCUSSION:

At the April 8, 2026 City Council meeting, the City Council directed staff to explore the feasibility of adding uplighting to City Hall in order to enhance visibility and civic pride. Staff researched available lighting options and obtained quotes from multiple vendors. Based on this evaluation, staff recommends Stafford Lights. Stafford Lights offers competitive pricing and is the authorized local distributor and installer of BlueHopper lighting systems.

BlueHopper devices are powered by MeshTek, a patented, bi-directional, long-range Bluetooth mesh technology recognized as a leader in the smart device control industry. Staff has determined that BlueHopper lights are a durable and reliable solution that provides the quality, functionality, and flexibility needed by the City. Key features include vibrant color displays, low-profile installation, year-round scheduling capabilities, and seamless automated integration.

The Stafford Lights quote includes the installation of City Hall roofline lighting, tree lighting, column lighting, lights along the signage wall, and flood lights along the walls of the front of City Hall. The lighting installation would allow staff to program the lighting for events, celebrations, national and local causes, holidays and more.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

It is recommended that the City Council authorize the City Manager to execute Professional Services Agreement No. 4546 with Stafford Lights in an amount not-to-exceed $59,999 and authorize the City Manager to take actions necessary to execute and finalize an agreement on behalf of the City of Montebello.

ATTACHMENT(S)

1. Attachment A - Draft Agreement No. 4546

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 4546 WITH STAFFORD LIGHTS

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **June 24, 2026** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and STAFFORD LIGHTS (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 City Hall lighting installation 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 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 provide aquatic center annual maintenance and preventative services 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 "A"** 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 six (6) months from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to one (6) month extension 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.

b. If the CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

c. The CONTACTOR shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

d. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONSULTANT's expense, the premium thereon.

f. **Evidence of Insurance prior to commencement**. The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello

Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: COI@montebelloca.gov

Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

g. **Evidence of Insurance during the entire term of the Agreement**. At all times during the term of this Agreement, the CONSULTANT shall maintain on file with the CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. The CONSULTANT shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

h. The CONSULTANT shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

i. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the CITY, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to the CITY. The CONSULTANT agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

j. The insurance provided by the CONSULTANT shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents, or volunteers, shall be in excess of CONSULTANT's insurance and shall not contribute with it.

k. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONSULTANT, and CONSULTANT's employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. The CONSULTANT hereby waives all rights of subrogation against the CITY.

l. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, the CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to the CITY, or the CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

m. Procurement of insurance by the CONSULTANT shall not be construed as a limitation of the CONSULTANT'S liability or as full performance of CONSULTANT's duties to indemnify, hold harmless and defend under the indemnity covenants of

this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONSULTANT shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-consultant, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of the CONSULTANT and shall not bind or purport to bind the CITY and shall not release the CONSULTANT from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-consultants. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the CONSULTANT under the Agreement.

SECTION 17. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition, or covenant hereof.

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

b. In executing this Agreement, it has carefully read this Agreement, knows the

contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices,

demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY:
City of Montebello
Attn: Raul Alvarez, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: ralvarez@montebelloca.gov

With a copy to:
City of Montebello – Recreation & Community Services
Attn: David Sosnowski, Director
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200 ext. 588
Email: dsosnowski@montebelloca.gov

If to Consultant:
Stafford Lights
Attn: Geoffrey Stafford
15 Railroad Ave.
Danville, CA 94526
(925) 886-2124
hello@stafford-lights.com

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONSULTANT shall not discriminate against any employee, sub-consultant, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. The CONSULTANT will take affirmative action to ensure that sub-consultant and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

The CONSULTANT covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by the CONSULTANT. The CONSULTANT's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONSULTANT. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[**SIGNATURE PAGE TO FOLLOW**]

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")	("CONSULTANT")
CITY OF MONTEBELLO	**STAFFORD LIGHTS**
Raul Alvarez, City Manager	Geoffry Stafford

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Contractor's Proposal/ Schedule of Compensation
- Exhibit B – Labor Law Requirements

EXHIBIT “A”

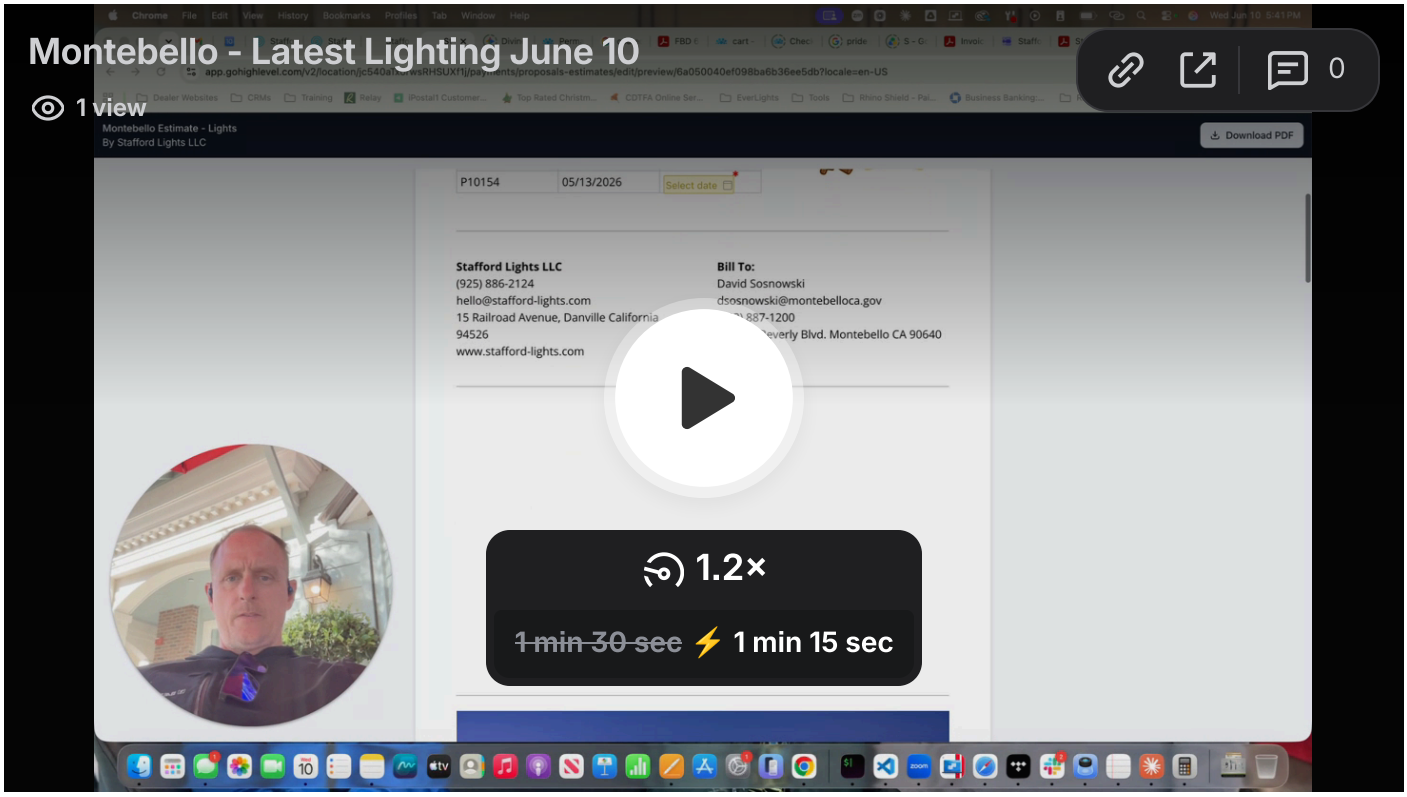
Contractor’s Proposal/Schedule of Compensation

Estimate

Estimate #:	Issue date:	Expires:
P10154	05/13/2026	2026-07-1

Stafford Lights LLC
(925) 886-2124
hello@stafford-lights.com
15 Railroad Avenue, Danville California 94526
www.stafford-lights.com

Bill To:
David Sosnowski
dsosnowski@montebelloca.gov
(323) 887-1200
1600 W Beverly Blvd. Montebello CA 90640



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Item	Price	Qty	Subtotal
Minleon Pebble Permanent Roofline Lighting Includes: LEDs, Channel, Controllers, Power Supply and Gateway and Installation	$45.00 One Time	450	$20,250.00
Tree LIghting - Blue Hopper PAR36 Landscape Lights and Fixtures 8 Trees - 3 Lights Per Tree Includes fixtures, color changing bulbs and repeaters.	$400.00 One Time	16	$6,400.00
Building Columns - Blue Hopper Flood Lights - 50W 50 Watt Flood Light on each of 8 columns Includes: ◦ Installation ◦ Floodlights, ◦ Controllers, ◦ Power supplies	$600.00 One Time	8	$4,800.00
Signage Wall - Blue Hopper PAR36 Landscape Light Includes fixtures, color changing bulbs and repeaters and installation.	$400.00 One Time	12	$4,800.00

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Item	Price	Qty	Subtotal
Lift Rental 1 week rental	$3215.00 One Time	1	$3,215.00
Haven Stratus Landscape Lighting Power Transformer	$400.00 One Time	2	$800.00
Mileage	$0.73 One Time	732	$534.36
Building Flood Lights - Blue Hopper Blue Hopper 50w Flood Lights along walls of front of City Hall, spaced approximately 7.5 feet apart 32 Total Flood Lights for Walls Includes: • Installation • Flood Lights • Controllers • Power Supplies	$600.00 One Time	32	$19,200.00

Subtotal	$59,999.36
Amount due	**$59,999.36**

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Payment Schedule

Payment 1 of 2	Upon primary signature	$40,000.00
Payment 2 of 2	+ 1 Month	$19,999.36
Total amount due		**$59,999.36**

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Terms and Conditions

Product Warranty
All LEDs, Controllers and Power Supplies have a 5 year warranty
Labor is warrantied for 1 year after installation is complete
Landscape fixtures have a lifetime warranty.

Warranty does not cover vandalism or acts of God (extreme weather, earthquake and other natural disasters).

All labor is bid at prevailing wage based on the appropriate labor classifications provided by DIR.

Deposit amount depends on product. The payment schedule is generally set, except for an options estimate. In the case of an options estimate, the schedule will be noted here.

The full amount for materials (lighting and accessories) installation and removal must be paid in full upon completion of the installation. **Stafford Lights LLC** is not responsible for any products damaged or lost due to vandalism, extreme weather conditions, or acts of god and will make efforts to replace any damaged product for an additional charge. No warranty or complimentary repair service is expressed or implied, unless noted in writing in this agreement. **Stafford Lights LLC** will replace any malfunctioning product but does not guarantee that each individual bulb will light for the entire installation period. By signing this contract, the customer acknowledges that **Stafford Lights LLC** fills their schedule well in advance, and all cancellations will be charged 50% of the labor charge. All bids are made under the assumption that adequate power supplies and receptacles are available. Customer is responsible for maintaining and providing adequate electrical outlets adjacent to the proposed locations for its lit decorations and building lights. This contract is governed by **California** law, and is the entire contract between the parties. If a dispute arises out of this contract, the parties shall agree to resolve this dispute through arbitration in the county of installation before a single arbitrator. Any judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The prevailing party in arbitration shall be entitled to its reasonable attorney's fees and costs. By signing below, I agree to the terms of this contract, and accept this proposal on those terms. Furthermore, I declare that I am authorized to sign this document, either as an owner of the property, or as an agent for the owner or entity. Please note that 1.5% per month (18% per yr.) will be added to all outstanding balances.

David Sosnowski

Signature

Select date

Geoffrey Stafford

Geoffrey Stafford

2026-06-10

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EXHIBIT "B"

Terms for Compliance with California Labor Law Requirements

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works", Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 of this Exhibit, above.

3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subconsultant that is not registered with DIR pursuant to Section 1725.5. Consultant and subconsultants shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subconsultant ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Consultant's Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit $200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subconsultant.

7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subconsultant to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Consultant shall comply with and be bound by the provisions of Labor Code seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant, and each of its subconsultants shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subconsultant that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. The Consultant and Subconsultants shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. If the Consultant or any subconsultant becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit $25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subconsultant for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

12. For every subconsultant who will perform work on the project, Consultant shall be responsible for such subconsultant's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subconsultant a copy of those statutory provisions and a requirement that each subconsultant shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subconsultant's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subconsultant and upon becoming aware of the failure of the subconsultant to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless and defend (at Consultant's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent consultants serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subconsultants, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Consultant under this Section shall survive the termination of the Agreement.

ITEM # 32

APPROVAL OF MINUTES: JUNE 10, 2026, CITY COUNCIL MEETING

CITY OF MONTEBELLO
REGULAR MEETING

MINUTES

WEDNESDAY, JUNE 10, 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 6:01 p.m.

ROLL CALL

Members present were Mayor Tamayo, Mayor Pro Tem Romero, Councilmember Peralta, and Councilmember Melendez. City Clerk Jimenez and City Treasurer Matanga were also present.

Councilmember Alonzo was absent.

City Attorney Arnold Alvarez-Glasman, City Manager Raul Alvarez, Assistant City Manager Angelica Palmeros, Records Coordinator Alejandro Rodarte, and Department Directors Kimberly Guillen, Michael Solorza, Joseph Palombi, Ramon Figueroa, John Soria, David Sosnowski, Cesar Roldan, Fire Chief Pelaez, and Police Chief Lopez were present.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Attorney Alvarez-Glasman announced the Closed Session 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.

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 6:02 p.m. to consider the following Closed Session items:

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 59456.9(d)(4)
Consideration of initiation of litigation in one matter

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
T. Gomez v. City of Montebello
Case No. ADJ18947629, ADJ18947625

3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Michael Chee v. City of Montebello
Case No. 24STCV01736

REGULAR SESSION - 7:00 P.M.

CLOSED SESSION REPORT

Mayor Tamayo reconvened the meeting at 7:02 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, direction was provided to the City Manager and City Attorney, no action was taken, and nothing to further to report; Item No. 2, direction was provided to the Special Counsel, no action was taken and nothing further to report; Item No. 3, a briefing was provided to City Council, no action was taken and nothing further to report.

INVOCATION

Led by City Treasurer Matanga.

PLEDGE OF ALLEGIANCE

Led by Future Leaders of Montebello, Katalina and Mary Patrick.

CORRECTIONS TO THE AGENDA - CITY MANAGER

City Manager Alvarez stated that Item No. 5 will be moved to a future meeting.

CEREMONIAL ITEMS/PRESENTATIONS

4. ATHENS SCHOLARSHIP PRESENTATION
Mayor Tamayo presented the item.

5. CERTIFICATES OF RECOGNITION FOR SCHURR HIGH SCHOOL BASEBALL TEAM
Mayor Tamayo presented the item.

6. CERTIFICATE OF RECOGNITION CELEBRATING CAL WATER'S 100TH ANNIVERSARY
Mayor Tamayo presented the item.

7. ADVENTIST WHITE MEMORIAL MONTEBELLO UPDATE/ INTRODUCTION TO NEW HOSPITAL PRESIDENT, DANIEL FONTOURA
Daniel Fontoura, President of the Adventist White Memorial Montebello presented the item.

8. ARMY CORP OF ENGINEERS' WHITTIER DAM PROJECT UPDATE
Aaron Smith from the Army Corp of Engineers' presented the item.

DRAFT

9. PROCLAMATION FOR LGBTQ PRIDE MONTH

Mayor Tamayo presented the item.

10. PROCLAMATION FOR JUNETEENTH

Mayor Tamayo presented the item.

11. PROCLAMATION FOR POST-TRAUMATIC STRESS DISORDER

Mayor Tamayo presented the item.

12. PROCLAMATION FOR NATIONAL SCLERODERMA AWARENESS MONTH

Mayor Tamayo presented the item.

13. PROCLAMATION FOR NATIONAL GUN VIOLENCE AWARENESS MONTH

Mayor Tamayo presented the item.

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

At this time, the public may submit speaker card(s) to the City Clerk staff, for both agenda and non-agenda items, prior to the beginning of this statement; Public Hearing items do not require a speaker card.

The City Council will address non-agenda items during this section and speakers will be called in the order received. Those persons not accommodated during this 30-minute period will have an opportunity to speak under "Public Comments – Continued", after all scheduled matters have been considered. **Public Hearing, Regular Business and/or Consent Calendar items will be addressed at the time that matter of business is heard, in the order received.**

Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per speaker. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor and City Council.

The City Clerk's Office acknowledged seven(7) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

None.

REGULAR BUSINESS

14. ADOPTION OF FISCAL YEAR 2026-27 OPERATING AND CAPITAL BUDGET

RECOMMENDATION: It is recommended that the City Council:

1. Approve Resolution No. 26-41 adopting the Fiscal Year 2026-27 operating and capital budgets for all funds; and,
2. Approve Resolution No. 26-42 adopting the compensation plan, table of organization and salary matrix for Fiscal Year 2026-27 and,
3. Approve Resolution No. 26-43 establishing a Fiscal Year 2026-27 appropriations limit per Government Code Section 7190 (Gann Limit); and,
4. Approve necessary amendments to the Fiscal Year 2025-26 budget as outlined in Attachment F; and,
5. Take such additional, related action that may be desirable.

Michael Solorza, Director of Finance, presented the item.

The City Clerk's Office acknowledged one(1) member of the public wishing to address the City Council. The speaker was provided three minutes to address the City Council and said the speaker's card is on file at the City Clerk's office.

Councilmember Peralta inquired about the availability of uncommitted funds.

City Manager Alvarez stated that staff would review the information and provide an update at a future meeting.

DRAFT

Councilmember Peralta motioned, seconded by Mayor Pro Tem Romero, to approve the item; the motion was approved by the following vote:

MOVED: Peralta	***SECONDED: Romero***	***APPROVED: 4-0-0-1***
AYES: *Tamayo, Peralta, Romero, Melendez*		
NOES: *None*		
ABSTAIN: *None*		
ABSENT: *Alonzo*		

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 motioned, seconded by Councilmember Peralta, to approve Item Nos. 15-26; the motion was approved by the following vote:

MOVED: Melendez	***SECONDED: Peralta***	***APPROVED: 4-0-0-1***
AYES: *Tamayo, Peralta, Romero, Melendez*		
NOES: *None*		
ABSTAIN: *None*		
ABSENT: *Alonzo*		

15. AUTHORIZE INCREASING THE NOT TO EXCEED AMOUNT ON THE BLANKET PURCHASE ORDER WITH LIFE-ASSIST, INC. FOR EMERGENCY MEDICAL SUPPLIES

RECOMMENDATION: It is recommended that the City Council:

1. Authorize increasing the not-to-exceed amount on the blanket purchase order with Life-Assist, Inc. by $25,000 for emergency medical supplies; and
2. Amend the Fiscal Year 2025-26 budget by increasing appropriations by $25,000 in Account No. 100-85-860-6000.50 (General Fund, Fire, Suppression, Supplies-Medical); and
3. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved by the following vote:

MOVED: Melendez	***SECONDED: Peralta***	***APPROVED: 4-0-0-1***
AYES: *Tamayo, Peralta, Romero, Melendez*		
NOES: *None*		
ABSTAIN: *None*		
ABSENT: *Alonzo*		

16. ADOPT RESOLUTION NO. 26-35 APPROVING THE FISCAL YEAR 2026-27 PROJECT LIST FOR SENATE BILL 1 / ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 (SB1/RMRA) FUNDED PROJECTS

DRAFT

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 26-35 approving the Fiscal Year 2026-27 project list for Senate Bill 1/Road Repair and Accountability Act of 2017 funded projects; and
2. Authorize staff to submit the resolution and project list to the California Transportation Commission (CTC); and
3. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved by the following vote:

MOVED: Melendez	***SECONDED: Peralta***	***APPROVED: 4-0-0-1***
AYES: *Tamayo, Peralta, Romero, Melendez*		
NOES: *None*		
ABSTAIN: *None*		
ABSENT: *Alonzo*		

17. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 4313 WITH WEST AND ASSOCIATES ENGINEERING

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 4313 between the City of Montebello and West and Associates for a one (1) year extension to June 30, 2027 and increase the not-to-exceed amount from $114,800 to $145,300; 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.

Councilmember Melendez motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved by the following vote:

MOVED: Melendez	***SECONDED: Peralta***	***APPROVED: 4-0-0-1***
AYES: *Tamayo, Peralta, Romero, Melendez*		
NOES: *None*		
ABSTAIN: *None*		
ABSENT: *Alonzo*		

18. APPROVE AMENDMENT NO. 2 TO AGREEMENT NO. 4000 WITH LOCHNER

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 2 to Agreement No. 4000 between the City of Montebello and Lochner, formally known as KOA, for a One (1) Year Extension; and
2. Authorize the City Manager to execute Amendment No. 2 on behalf of the City; and
3. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved by the following vote:

DRAFT

MOVED: Melendez	***SECONDED: Peralta***	***APPROVED: 4-0-0-1***
AYES: *Tamayo, Peralta, Romero, Melendez*		
NOES: *None*		
ABSTAIN: *None*		
ABSENT: *Alonzo*		

19. AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4513 TO J&S STRIPING COMPANY, INC. FOR THE PROVISION OF CITYWIDE STRIPING SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4513 to J&S Striping Company, Inc. for the provision of Citywide street striping, pavement marking, and roadway legend services in a not-to-exceed amount of $650,000 per year; and
2. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved by the following vote:

MOVED: Melendez	***SECONDED: Peralta***	***APPROVED: 4-0-0-1***
AYES: *Tamayo, Peralta, Romero, Melendez*		
NOES: *None*		
ABSTAIN: *None*		
ABSENT: *Alonzo*		

20. APPROVE SUBMISSION OF AN APPLICATION FOR THE FISCAL YEAR 2025 ASSISTANCE TO FIREFIGHTERS GRANT (AFG) PROGRAM FOR FIRE DEPARTMENT EQUIPMENT

RECOMMENDATION: It is recommended that the City Council:

1. Authorize submission of an application to the Federal Emergency Management Agency (FEMA) for the Fiscal Year 2025 Assistance to Firefighters Grant (AFG) Program for the purchase of fire department equipment; and
2. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved by the following vote:

MOVED: Melendez	***SECONDED: Peralta***	***APPROVED: 4-0-0-1***
AYES: *Tamayo, Peralta, Romero, Melendez*		
NOES: *None*		
ABSTAIN: *None*		
ABSENT: *Alonzo*		

21. ACCEPTANCE OF STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT FUNDING AND APPROVAL OF SUBRECIPIENT AGREEMENT NO. 4424 WITH THE COUNTY OF LOS ANGELES

DRAFT

RECOMMENDATION: It is recommended that the City Council:

1. Approve the use of grant funding awarded from the U.S.Department of Homeland Security, State Homeland Security Program (SHSP) in the amount of $50,000; and
2. Approve purchase of one (1) vehicle utilizing the 2024 State Homeland Security Program (SHSP) grant funding; and
3. Authorize the City Manager to execute Subrecipient Agreement No. 4424 between the County of Los Angeles and the City of Montebello; and,
4. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved by the following vote:

MOVED: Melendez	***SECONDED: Peralta***	***APPROVED: 4-0-0-1***
AYES: *Tamayo, Peralta, Romero, Melendez*		
NOES: *None*		
ABSTAIN: *None*		
ABSENT: *Alonzo*		

22. AUTHORIZE INCREASING THE NOT TO EXCEED AMOUNT ON THE BLANKET PURCHASE ORDER WITH GRAINGER

RECOMMENDATION: It is recommended that the City Council:

1. Authorize increasing the not to exceed amount on the existing blanket Purchase Order with Grainger by $10,000; and
2. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved by the following vote:

MOVED: Melendez	***SECONDED: Peralta***	***APPROVED: 4-0-0-1***
AYES: *Tamayo, Peralta, Romero, Melendez*		
NOES: *None*		
ABSTAIN: *None*		
ABSENT: *Alonzo*		

23. ACCEPTANCE OF BUREAU OF JUSTICE ASSISTANCE (BJA), PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP (BVP) GRANT PROGRAM FUNDING

RECOMMENDATION: It is recommended that the City Council:

1. Approve the use of funding awarded to the Police Department by the Bureau of Justice Assistance (BJA), Patrick Leahy Bulletproof Vest Partnership (BVP) grant program in the amount of $7,295; and
2. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved by the following vote:

DRAFT

MOVED: Melendez	***SECONDED: Peralta***	***APPROVED: 4-0-0-1***
AYES: *Tamayo, Peralta, Romero, Melendez*		
NOES: *None*		
ABSTAIN: *None*		
ABSENT: *Alonzo*		

24. ANNUAL APPROVAL OF CITY'S INVESTMENT POLICY

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 26-44 approving the Investment Policy Statement for the City and Successor Agency as required by Government Code Section 53601 et al; and,
2. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved by the following vote:

MOVED: Melendez	***SECONDED: Peralta***	***APPROVED: 4-0-0-1***
AYES: *Tamayo, Peralta, Romero, Melendez*		
NOES: *None*		
ABSTAIN: *None*		
ABSENT: *Alonzo*		

25. APPROVAL OF MINUTES: MAY 27, 2026, CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

Councilmember Melendez motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved by the following vote:

MOVED: Melendez	***SECONDED: Peralta***	***APPROVED: 4-0-0-1***
AYES: *Tamayo, Peralta, Romero, Melendez*		
NOES: *None*		
ABSTAIN: *None*		
ABSENT: *Alonzo*		

26. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 26-38 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED JUNE 10, 2026

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 26-38 approving the Warrant Register dated June 10, 2026.

DRAFT

Councilmember Melendez motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved by the following vote:

MOVED: Melendez	***SECONDED: Peralta***	***APPROVED: 4-0-0-1***
AYES: *Tamayo, Peralta, Romero, Melendez*		
NOES: *None*		
ABSTAIN: *None*		
ABSENT: *Alonzo*		

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS
Members will provide a brief report on meetings attended at the expense of the local agency as required by Government Code Section 53232.3(d).

None.

COUNCIL/AGENCY ORALS
Announcements and requests for future agenda items.

- **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 24, 2026, at 6:00 p.m.,** which can be live-

DRAFT

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, June 7, 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 JUNE 10, 2026, ARE HEREBY APPROVED AND ADOPTED ON THIS 24TH DAY OF JUNE 2026.

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

Please note, the attached exhibit is a draft version that is to be used for reference purposes only; agenda items, information, and dates are subject to change. The exhibit will be placed at the end of the Agenda Packet.

- **CITY OF MONTEBELLO FORECASTED AGENDA**

DRAFT

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

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:** SCE Gov't Relations Intro

MEETING DATE: 6/10/26 **TIME RECEIVED:** 5:57 pm

SPEAKER'S FULL NAME: Jonathan Horton **PHONE:** [redacted] (Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: Southern California Edison (Optional)

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:** TRAIN

MEETING DATE: 6-10-24 **TIME RECEIVED:** 6:06

SPEAKER'S FULL NAME: KUBEN BORAS **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: 06-10-2026 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: ROSA TAMAYO **PHONE:** [redacted] *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 4

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** MTS Blvd Center Divider

MEETING DATE: 6/10 **TIME RECEIVED:** 6:45

SPEAKER'S FULL NAME: Denise Hagopian **PHONE:** _____ *(Optional)*

ADDRESS: Heavenly Choice *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 5

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 6/10 **TIME RECEIVED:** 6:48

SPEAKER'S FULL NAME: Michelle Marquez **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.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 6/10 **TIME RECEIVED:** 6:57

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. 7

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 6/10/24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Raul Hernando **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: 6/10 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Jaime Santana **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM ✓

CITY OF MONTEBELLO Request No. _____

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.** 14

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 6/10 **TIME RECEIVED:** 8:07

SPEAKER'S FULL NAME: James Santana **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

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 - August

August 12, 2026 - Regular City Council Meeting

Item #	Description	Session	Department	Presenter
	Citizen of the Month -	Presentation	Public Affairs	David S.
	Proclamation for National Wellness Month	Presentation	Public Affairs	David S.
	License Agreement with Southern California Edison for Ashiya Park	Consent	Parks & Rec	David S.
	Professional Services Agreement - Audio Technician	Consent	Parks & Rec	David S.
	Minutes	Consent.	Admin	Kimberly G.
	Reso No. ___ Warrant Register	Consent.	Finance	Michael S.