CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING

WEDNESDAY, SEPTEMBER 9, 2026 AT 6:00 PM

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

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

CITY MANAGER
Raul Alvarez

CITY TREASURER
David Matanga

CITY ATTORNEY
Arnold M. Alvarez-Glasman

CITY CLERK
Christopher Jimenez

DEPARTMENT HEADS

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

NOTICES

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

PUBLIC COMMENTS:
Remote: To watch the meeting and provide Live Comments on Agenda Items under Public Comment during the Meeting, join the **Teams Webinar** by calling: 917-768-4786 or using the Teams App with the following link:
https://teams.microsoft.com/meet/248902786844071?p=Pfe9DmtIrdTqUE8C6k
Meeting ID: 248 902 786 844 071 **Passcode:** WU3Jq3Md
Phone Conference ID: 205 740 746#

In-Person: For those wishing to speak during the Public Comment period(s) or public hearing(s) of a City Council meeting, you may address the City Council in person on the day of the meeting. Speaker cards are available at the front of the Council Chambers. Please complete a speaker card and submit it to City Clerk staff prior to the applicable Public Comment or Public Hearing item. Speaker cards will be numbered and called in the order they are received.
Closed Session begins at 6:00 p.m., and Regular Session begins at 7:00 p.m.

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.

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

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

ROLL CALL

ANNOUNCEMENT OF CLOSED SESSION ITEMS

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

CLOSED SESSION

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

1. **CALIFORNIA STATE AUDIT UPDATE**
   Government Code Section 54956.75

REGULAR SESSION - 7:00 P.M.

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA - CITY MANAGER

CEREMONIAL ITEMS/PRESENTATIONS

2. **PROCLAMATION FOR NATIONAL HISPANIC HERITAGE MONTH**
3. **PROCLAMATION FOR NATIONAL PREPAREDNESS MONTH**

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

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

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

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

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

REGULAR BUSINESS - NONE

CONSENT CALENDAR

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

4. ACCEPTANCE OF CHET HOLIFIELD COMMUNITY GARDEN PROJECT (CP 945) – NOTICE OF COMPLETION

RECOMMENDATION: It is recommended that the City Council:

1. Accept the Chet Holifield Community Garden Project (CP 945) as completed by Voltaire Engineering, Inc.; and
2. Approve the final contract amount with Voltaire Engineering, Inc. for the Chet Holifield Community Garden Project (CP 945) in the amount of $377,165; 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 $18,858 due to Voltaire Engineering, 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.

5. ADOPT SPECIFICATIONS FOR CONSTRUCTION OF LINCOLN STREET REHABILITATION (WILCOX AVENUE TO 18TH STREET) PROJECT AND FISCAL YEAR 2026-27 SB 1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT — CP 946 AND CP 951 AND PROCEED WITH BID ADVERTISEMENT

RECOMMENDATION: It is recommended that the City Council:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); and
2. Adopt construction specifications for Lincoln Street Rehabilitation (Wilcox Avenue to 18th Street) Project (CP 946) and FY 2026-27 SB 1 Rubberized Asphalt Street Enhancement Project (CP 951); and
3. Authorize staff to proceed with bid advertisement for construction; and
4. Take such additional, related action that may be desirable.

6. APPROVE ISSUING AUTO BODY REPAIR AND PAINTING SERVICES REQUEST FOR PROPOSALS (RFP) NO. 27-01

RECOMMENDATION: It is recommended that the City Council:

1. Approve issuing Auto Body Repair and Painting Services Request for Proposals (RFP) No. 27-01; and
2. Take such additional, related, action as may be desirable.

7. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 4523 WITH ALL-AMERICAN LEADERSHIP, LLC TO ADD AN ADDITIONAL TRAINING DAY AND INCREASE THE MAXIMUM COMPENSATION

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 4523 with All-American Leadership, LLC to add one additional training day under the Leadership and Culture Foundations Program and increase the maximum compensation by $12,500, for a new total amount not to exceed $62,450; and
2. Authorize the City Manager to execute Amendment No. 1 to Agreement No. 4523 with All-American Leadership, LLC; and

3. Take such additional, related action that may be desirable.

8. ADOPT RESOLUTION NO. 26-58 AUTHORIZING THE CITY OF MONTEBELLO TO APPLY FOR FEDERAL TRANSIT ADMINISTRATION FUNDING UNDER THE GRANTS FOR BUSES AND BUS FACILITIES INFRASTRUCTURE PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 26-58 authorizing the City of Montebello to apply for Federal Transit Administration (FTA) funding under the Grants for Buses and Bus Facilities Infrastructure Programs (Bus and Facilities Grant), in the amount of $9,155,140, to procure up to ten (10) Compressed Natural Gas (CNG) buses and upgrade the CNG Fueling Dispenser for Montebello Bus Lines (MBL); and
2. Take such additional, related, action that may be desirable.

9. ADOPT RESOLUTION NO. 26-63 APPROVING A PROPOSITION A LOCAL RETURN FUND EXCHANGE AGREEMENT BETWEEN MONTEBELLO BUS LINES AND THE CITY OF MONTEBELLO

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 26-63 approving a Proposition A Local Return Fund Exchange between Montebello Bus Lines (MBL) and the City of Montebello; and
2. Amend the Fiscal Year 2026-27 adopted operating budget by increasing appropriations by $2,750,000 in Account No. 210-99-7000.15 (Proposition A, Transfer Out to Transit Fund) and 600-99-4999.76 (Transit, Transfer In from Proposition A); and $1,925,000 in Account No. 600-99-7000.10 (Transit, Transfer Out to General Fund) and 100-99-4999.15 (General Fund, Transfer In from Transit Fund); and
3. Take such additional, related action that may be desirable.

10. ADOPT RESOLUTION NO. 26-65 IMPLEMENTING THE COURT ORDER APPROVING THE JACMAR PROJECT

RECOMMENDATION: It is recommended that the City Council:

1. Approve a Resolution confirming and implementing the Superior Court's Order dated July 16, 2026, approving Molinari's application to build 15 single-family residences at 301 Jacmar Drive, Montebello ("Project") pursuant to the California Housing Accountability Act ("HAA");and
2. Pursuant to Montebello Municipal Code Section 17.78.130, the City Council refers this item back to the Planning Commission; and
3. Take such additional, related action that may be desirable.

11. APPROVAL OF MINUTES: AUGUST 26, 2026, CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

12. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 26-62 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED SEPTEMBER 09, 2026.

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 26-62 approving the Warrant Register dated September 09, 2026.

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

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

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

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

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on September 23, 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, September 6, 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 # 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: **ACCEPTANCE OF CHET HOLIFIELD COMMUNITY GARDEN PROJECT (CP 945) – NOTICE OF COMPLETION**

DATE: September 9, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Accept the Chet Holifield Community Garden Project (CP 945) as completed by Voltaire Engineering, Inc.; and
2. Approve the final contract amount with Voltaire Engineering, Inc. for the Chet Holifield Community Garden Project (CP 945) in the amount of $377,165; 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 $18,858 due to Voltaire Engineering, 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, as detailed in Attachment A, reflects the City Council's previously approved contract amount of $377,166 for the Chet Holifield Community Garden Project (CP 945). Attachment A also identifies total project expenditures of $377,165.

To fund the project, staff appropriated $300,000 to Account No. 221-70-744-6040.10 (Measure A, Parks and Recreation, Capital Project, Contract Services-Outside Contracts) and $77,166 to Account No. 250-70-744-6040.10 (Park Development, Parks and Recreation, Capital Projects, Contract Services-Outside Contracts) for construction

of the community garden. The appropriations included a 10% construction contingency to cover unforeseen conditions, project risks, and necessary changes that may arise during construction. The project was completed under the total contract amount; therefore, no budget amendment is required.

BACKGROUND/DISCUSSION:

On May 27, 2026, City Council approved the award of a construction contract to Voltaire Engineering Inc. for the construction of Chet Holifield Community Garden. Community gardens play an important role in enhancing the quality of life in the City of Montebello by promoting public health, strengthening community connections, and supporting the City's sustainability and equity goals. These shared spaces provide residents with access to fresh, affordable produce, encourage healthy lifestyles through outdoor activity, and create opportunities for neighbors of all ages and backgrounds to engage with one another. In addition, community gardens contribute to environmental stewardship by improving air quality, supporting pollinators, and transforming underutilized spaces into attractive, active community assets that promote neighborhood pride and positive use of public areas.

During surveying, staff identified several areas where water was pooling due to inadequate drainage. To address this issue, contingency funds were used to install a French drain with a graded slope to facilitate proper drainage into the adjacent landscaped areas. Construction also included a storage shed, providing garden maintenance staff with a convenient location to store tools and equipment near the community garden. Additionally, an ADA-compliant walkway was constructed to provide accessible access to and from the garden, with a connection to the restrooms at Chet Holifield Park.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend City Council accept the Chet Holifield Community Garden Project (CP 945) as complete; approve the Final Project Budget (Attachment A), including all authorized change orders; authorize the City Clerk to execute and record the Notice of Completion (Attachment B) with the Los Angeles County Registrar-Recorder/County Clerk; and authorize the City Manager to release the retention payment to Voltaire Engineering, Inc. upon expiration of the statutory waiting period following recordation of the Notice of Completion.

ATTACHMENT(S)

1. Attachment A - CP 945 Final Total Project Budget
2. Attachment B - CP 945 Notice of Completion

Chet Holifield Community Garden Project (CP 945)
Final Total Project Budget

Project Expenses	Final Cost
Invoice No. 1	$ 152,243.20
Invoice No. 2	$ 162,718.85
Invoice No. 3	$ 43,345.09
Retention Invoice	$ 18,858.27
Total Project Cost:	**$ 377,165.41**

Project Funding	Budget Amount
Construction Contract Award Amount (Awarded at the May 27, 2026 City Council Meeting)	$ 342,879.00
Construction Contingency (Awarded at the May 27, 2026 City Council Meeting)	$ 34,287.00
Total Project Budget:	**$ 377,166**

$ 0.59

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 September 9, 2026. The general scope of work consisted of installation of planter boxes, construction of an ADA walkway, construction of a French drain, and layer of different gravel to create foundation.

8. The name of the contractor, if any, for such work of improvement was Voltaire Engineering, Inc. May 27, 2026

(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**: Chet Holifield Community Garden Project (CP 945)**

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 # 5

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: **ADOPT SPECIFICATIONS FOR CONSTRUCTION OF LINCOLN STREET REHABILITATION (WILCOX AVENUE TO 18TH STREET) PROJECT AND FISCAL YEAR 2026-27 SB 1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT — CP 946 AND CP 951 AND PROCEED WITH BID ADVERTISEMENT**

DATE: September 9, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); and
2. Adopt construction specifications for Lincoln Street Rehabilitation (Wilcox Avenue to 18th Street) Project (CP 946) and FY 2026-27 SB 1 Rubberized Asphalt Street Enhancement Project (CP 951); and
3. Authorize staff to proceed with bid advertisement for construction; and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Approval of the recommended actions allows staff to proceed with the bidding for this capital project. After staff evaluate all bids, a recommendation will be made to award the project bid, tentatively scheduled for the October 14, 2026 City Council meeting. The award actions will include a well-defined structured budget. These projects are part of the Fiscal Year 2026-27 Capital Improvement Program (CIP) budget. Once bids are received and evaluated, staff will make a recommendation on budget amendments, if necessary, utilizing Senate Bill 1 (SB1) and Proposition C available funding.

BACKGROUND/DISCUSSION:

This project aims to resurface various streets adopted via Resolution No. 26-35 as part of the Fiscal Year 2026-27 SB1 Rubberized Asphalt Street Enhancement Project (CP 951). In addition, this project will include the Lincoln Street Rehabilitation Project (CP 946), which will be paved from Wilcox Avenue to 18th Street. The following are the streets and their respective limits:

FY 2026-27 SB 1 Rubberized Asphalt Street Enhancement Project (CP 951)		
Street Names	**From**	**To**
RAYWOOD PL	AZALEA DR	END
HIBISCUS ST	AVENIDA DE LA MERCED	LINCOLN AVE
BALANDA DR	POPLAR AVE	2ND ST
N. DONER DR	LOS AMIGOS AVE	AVENIDA DE LA MERCED
N. 3RD ST	AVENIDA DE LA MERCED	LOS AMIGOS AVE
VIA ALTAMIRA	BEVERLY BLVD	GARFIELD AVE
REPETTO AVE	N. GARFIELD AVE	END
KEENAN ST	VIA SAN DELARRO	DEWAR AVE
VIA BREVE	VIA SAN CLEMENTE	FINDLAY AVE
4TH ST	WHITTIER BLVD	BEVERLY BLVD
3RD ST	LOS ANGELES AVE	OLYMPIC LN
MOUNTAIN VIEW AVE	BLUFF RD	4TH ST
GIVEN PL	BLUFF RD	4TH ST
TAYLOR AVE	HARDING AVE	END
RUBIDOUX ST	MADISON AVE	HARDING AVE
TAYLOR AVE	MADISON AVE	HARDING AVE
19TH ST	WHITTIER BLVD	MEDFORD ST
SPRUCE ST	CLEVELAND AVE	PALM DR
PALM DR	N. 10TH ST	N. MONTEBELLO BLVD
ALLIS DR	END	CAROB WY
5TH ST	DATE ST	ALLIS DR
3RD ST	ROOSEVELT AVE	LOHART AVE
5TH ST	BEACH ST	JACMAR DR
CL CINCO	ROOSEVELT AVE	LOHART AVE
LOHART	3RD ST	CL CINCO

Lincoln Street Rehabilitation Project (CP 946)		
Street Names	**From**	**To**
LINCOLN AVE	N. WILCOX AVE	18TH ST

The final construction specifications are completed in accordance with applicable engineering standard specifications and are consistent with the City's procurement and purchasing policies and procedures. The City Council is required to approve and adopt construction documents and authorize the bid request for all public projects. The bid advertisement process is consistent with Public Contract Code sections 20161 and 20162, which mandate California public works projects to be competitively bid. This action is also consistent with Montebello Municipal Code 3.20.110 - Bidding procedure prescribed.

With City Council's approval, staff will advertise the project for bid in a local newspaper of general circulation and submit the Notice Inviting Bid (NIB) to PlanetBids. The following tentative schedule has been identified for the bid process:

Tasks	Timeline
Bid Period	September 10, 2026 – September 30, 2026
Questions Request for Information due date	September 21, 2026 at 12:00 PM
City Responses to Request for Information due date	September 24, 2026 at 5:00 PM
Bid Opening	September 30, 2026 at 11:00 AM
Award of Contract (Tentative) date	October 14, 2026 City Council Meeting
Commence Construction Project	November 2026
Complete Construction	January 2027
Close out Project	March 2027

ENVIRONMENTAL:

The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities involving no significant expansion of the existing use. The project is not anticipated to have any significant impacts with regards to traffic, noise, air quality, or water quality.

ANALYSIS:

N/A

SUMMARY:

Staff recommend the City Council adopt 100% completed specifications for the Lincoln Street Rehabilitation Project (CP 946) and FY 2026-27 SB 1 Rubberized Asphalt Street Enhancement Project (CP 951); and approve Environmental Assessment pursuant to 14 California Code of Regulation § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); and, authorize staff to proceed with bid advertisement for construction.

ATTACHMENT(S)

1. Attachment A - Specifications CP 946 & CP 951
2. Attachment B - CEQA NOE (CP. 946)
3. Attachment C - CEQA NOE (CP 951)

CITY OF MONTEBELLO
CALIFORNIA

CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS

FOR

FY 2026-2027 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

C.P. No. 951

AND

LINCOLN STREET REHABILITATION (WILCOX AVENUE TO 18TH STREET – STPL FUNDING EXCHANGE)

C.P. No. 946

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

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



PREPARED BY:

CITY OF MONTEBELLO

PUBLIC WORKS DEPARTMENT

PROJECT SUBJECT TO PROJECT LABOR AGREEMENT NO. 4202
Bid Opening (Electronic Bid through PlanetBids)
September 30, 2026 at 11:00 AM

FY 2026-2027 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT
C.P. No. 951

AND

LINCOLN STREET REHABILITATION (WILCOX AVENUE TO 18TH STREET – STPL FUNDING EXCHANGE)
C.P. No. 946

IN THE CITY OF MONTEBELLO

BID SCHEDULE

• Bid Period	September 10, 2026 until 11 a.m. on September 30, 2026
• Questions RFIs due by	September 21, 2026 at 12 p.m.
• City Responses to RFIs due by	September 24, 2026 at 5 p.m.
• Bid Opening	September 30, 2026 at 11 a.m.
• Award of Contract (Tentative)	October 14, 2026 City Council meeting
• Commence Construction Project	November 2026
• Complete Construction	January 2027
• Close out Project	March 2027

Bid proposals will be received via PlanetBids
(https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839)
until 11:00 A.M. on September 30, 2026.
PROPOSALS WILL NOT BE RECEIVED IN PERSON



CITY OF MONTEBELLO
CALIFORNIA

TO PROSPECTIVE BIDDERS:

The City of Montebello invites you to become a prospective bidder on one of its public projects. It is the City's intention to provide you with thorough and complete information regarding this project and to present an accurate description of the necessary work so that you may successfully bid and construct the project.

Submittal of your bid assumes that you have made a thorough and complete investigation of the project site and that you have discovered no apparent discrepancies between the scope of work set forth in the plans and specifications and the actual field conditions.

If there are any questions regarding this project, please contact the City Public works/Engineering office at (323) 887-1460.

Cesar Roldan
Public Works Director

FY 2026-2027 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT
C.P. No. 951

AND

LINCOLN STREET REHABILITATION (WILCOX AVENUE TO 18TH STREET – STPL FUNDING EXCHANGE)
C.P. No. 946

IN THE CITY OF MONTEBELLO

TABLE OF CONTENTS

NOTICE INVITING SEALED BIDS	A-1 to A-3
INSTRUCTIONS TO BIDDERS	B-1 to B-3
PROPOSAL	C-1 to C-15
CONTRACT AGREEMENT	D-1 to D-24
SPECIAL PROVISIONS	
PART 1 - GENERAL PROVISIONS	GP-1 to GP-38
PART 2 – BID ITEM DESCRIPTION	BD-1 to BD-21
LIST OF STANDARD PLANS	APPENDIX "A"
DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) CONTRACTOR REGISTRATION NUMBER FORM	APPENDIX "B"
PROJECT SIGNS	APPENDIX "C"
PROJECT LABOR AGREEMENT NO. 4202	APPENDIX "D"

NOTICE INVITING SEALED BIDS

FOR

FY 2026-2027 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT
C.P. No. 951

AND

LINCOLN STREET REHABILITATION (WILCOX AVENUE TO 18TH STREET – STPL FUNDING EXCHANGE)
C.P. No. 946

IN THE CITY OF MONTEBELLO

PUBLIC NOTICE IS HEREBY GIVEN that the City of Montebello as AGENCY, invites bids for the above stated project and will receive such bids **Bid proposals will be received via PlanetBids (https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839) until 11:00 A.M. on September 30, 2026.**

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

SCOPE OF WORK: The work to be performed or executed under these specifications consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the contract documents to construct the above stated project. It is the intent of this contract to have the contractor perform the "Project", and other appurtenances in accordance with the latest Standard Plans for Public Works Construction (SPPWC), Standard Specifications for Public Works Construction "Greenbook" and 2024 Caltrans Standard Plans and Specifications unless otherwise shown.

CONTRACT DOCUMENTS:
Copies of the contract documents and specifications are available through PlanetBids.

In order to be on the Planholder List for this project, each bidder must submit a Bidders Information Sheet through PlanetBids. Bids will not be accepted unless the bidder is on the Planholder List. All questions from plan holders must be sent through PlanetBids.

Questions: All questions related to this project shall be submitted electronically and received **no later than 12:00 p.m. on September 21, 2026, prior to the opening of bids.**

PREVAILING WAGE:
Pursuant to Section 1770, et seq., of the California Labor Code, the Contractor shall pay the general prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations of the State of California for the locality where the work is to be performed. A copy of said wage rates is available on-line at: B-2 www.dir.ca.gov/dlsr/DPreWageDetermination.htm. The Contractor and any subcontractors shall pay not less than said specified rates and shall post a copy of said wage rates at the project site.

LABOR COMPLIANCE:
To comply with SB 854, beginning January 1, 2015 the following applies:

1. No contractor or subcontractor may be listed on a bid proposal for public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

2. No contractor or subcontractor may be awarded a contract for public works on a public works project awarded on or after April 1, 2015, unless registered with the DIR.

3. The project is subject to compliance monitoring and enforcement by the DIR.

4. Require the prime contractor to post job site notices prescribed by regulation (*See* 8 Calif. Code Reg. §16451(d) for the notice that previously was required for projects monitored by the CMU) or the City must post the notices itself.

The Contractor shall fill in the Department of Industrial Relations (DIR) Contractor Registration Number Form provided in Appendix "B" and submit it with the sealed Bid.

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

In entering into a public works contract, or subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor, or the Subcontractors, offers and agrees to assign to the awarding body all rights, title and interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) of under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public work contract or the subcontract. This assignment shall be made and become effective as the time the awarding body tenders final payment to the Contractor, without further acknowledgement by the parties.

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

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

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

The AGENCY will deduct **five percent (5%)** retention from all progress payments as specified in Section 7-3.2 of these Specifications. The Contractor may substitute an escrow holder surety of

equal value to the retention and the Contractor shall be beneficial owner of the surety and shall receive any interest thereon.

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

The contract period for this project is **Sixty (60) working days** from the effective date of the Notice-to-Proceed to be issued by the City.

BY ORDER OF: The City of Montebello, California

_____
Christopher Jimenez, City Clerk

INSTRUCTIONS TO BIDDERS

FOR

FY 2026-2027 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT
C.P. No. 951

AND

LINCOLN STREET REHABILITATION (WILCOX AVENUE TO 18TH STREET – STPL FUNDING EXCHANGE)
C.P. No. 946

IN THE CITY OF MONTEBELLO

GENERAL INFORMATION

ELECTRONIC proposals, including all documents required to be submitted with the bid, will be received at the office of the Montebello City Clerk of said City until the date and time specified in the legal notice or addendum to the project documents, whichever occurs latest, for the construction of work described in the project documents or said legal notice. The ELECTRONIC Bid(s) will be evaluated and posted on PlanetBids, where they can be viewed publicly shortly after the bid closes.

ONLY ELECTRONIC PROPOSALS ARE ACCEPTED.

In addition to the "ELECTRONIC" uploading of Proposal Documents described in the 'INVITATION TO BIDDERS', the fully executed **original Bid Bond** shall be delivered to the Montebello City Clerk on or before the actual bid opening day and time.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

No contractor or subcontractor may be listed on a bid proposal for a Public Works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

No contractor or subcontractor may be awarded a contract for public work on a Public Works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

PROPOSAL FORMS

Bids shall be submitted directly through PlanetBids (https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839) and contractors must use the Proposal forms provided by the AGENCY (contained within these contract specifications). All information requested therein must be clearly and legibly set forth in the manner and form indicated. The AGENCY will not consider any proposal not meeting these requirements.

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

PROPOSAL GUARANTEE

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

DELIVERY OF PROPOSAL

Bids shall be submitted directly through PlanetBids
Electronic Bids shall **Bids shall be submitted electronically at https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839 by 11:00 A.M. on September 30, 2026.** It is the bidder's responsibility to ensure the bids have been successfully submitted thru PlanetBids. Bidders can contact the AGENCY'S Purchasing Officials for confirmation. Late proposals will not be considered.

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

WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the AGENCY's designated official prior to the bid-opening hour stipulated in the Notice Inviting Sealed Bids. Proposals may not be withdrawn after said hour without forfeiture of the proposal guarantee. The withdrawal of the proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.

IRREGULAR PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, telephonic, facsimile or electronic proposal, modification or withdrawal will be considered.

TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts contained in the bid will be deemed and held to include any such taxes, which may be applicable.

DISQUALIFICATION OF BIDDERS

In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while

doing so, may also submit a formal proposal as a prime contractor. No proposal will be accepted from a bidder who has not been licensed in accordance with the provisions of the State Business and Professions Code.

DISCREPANCIES AND MISUNDERSTANDINGS

Bidders must satisfy themselves by personal examination of the work site, Plans, Specifications, and other contract documents and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in the Plans, Specifications, or other contract documents shall be called to the attention of the AGENCY and clarified prior to the submission of proposals.

EQUIVALENT MATERIALS

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

LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and other contract documents, and to full compliance therewith.

AWARD OF CONTRACT

The award of contract, if made, will be to the lowest responsible bidder as determined solely by the AGENCY. Additionally, the AGENCY reserves the right to accept or reject any or all proposals, to waive any irregularity, and to make an award as may best serve the interests of the AGENCY.

SURETY BOND PERIOD

Surety Faithful Performance Bond shall be maintained for one (1) year after completion of project construction.

PROPOSAL

FOR

FY 2026-2027 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT
C.P. No. 951

AND

LINCOLN STREET REHABILITATION (WILCOX AVENUE TO 18TH STREET – STPL FUNDING EXCHANGE)
C.P. No. 946

IN THE CITY OF MONTEBELLO

TO THE CITY OF MONTEBELLO, as AGENCY

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

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

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

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

The foregoing quantities are approximate only, being given as a basis for the comparison of bids,

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

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

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

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

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

BID PROPOSAL

FOR

FY 2026-2027 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

C.P. No. 951

IN THE CITY OF MONTEBELLO

The undersigned declares that he has carefully examined the location of the proposed work, that he has examined the specifications and read the accompanying instructions to bidders, and hereby proposes to do all the work in accordance with said specifications for the amounts set forth below: Construct improvements as reiterated above, located in the City of Montebello, California, in accordance with the specifications for the unit price set forth in the following items:

STREET SECTIONS NOS 1 THROUGH 25

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/ Demobilization (Not to exceed 3% of total of all other prime contract Bid Items)	LS	LS	$	$
2	Traffic Control	LS	LS	$	$
3	Cold Mill Existing Asphalt Concrete (AC) Pavement (2" depth)	SF	707,300	$	$
4	Construct 2"-Thick ARHM Overlay	TON	9,450	$	$
5	Adjust Existing Storm Drain Frames and Covers to Finished Grade	EA	2	$	$
6	Adjust Existing Sewer and Utility Manhole Covers and frames to Finished Grade	EA	55	$	$
7	Adjust Existing Water Valve Covers and Frames to Finished Grade	EA	70	$	$
8	Centerline Striping, Pavement Markings, in thermoplastic	LS	LS	$	$
9	Construction Survey, Staking, Re-establish Survey Monuments and Centerline Ties	LS	LS	$	$
STREET SECTIONS NO 1 THROUGH 25 SUB-TOTAL "A " AMOUNT BID IN FIGURES					$

SUB-TOTAL "A" AMOUNT BID IN WORDS _____

LINCOLN STREET REHABILITATION (WILCOX AVENUE TO 18TH STREET – STPL FUNDING EXCHANGE)
C.P. No. 946

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/ Demobilization (Not to exceed 3% of total of all other prime contract Bid Items)	LS	LS	$	$
2	Traffic Control plan prepared and stamped by a California licensed traffic or civil engineer	LS	LS	$	$
3	Cold Mill Existing Asphalt Concrete (AC) Pavement (2" depth)	SF	270,000	$	$
4	Construct 2"-Thick ARHM Overlay	TON	3,600	$	$
5	Adjust Existing Storm Drain Frames and Covers to Finished Grade	EA	2	$	$
6	Adjust Existing Sewer and Utility Manhole Covers and frames to Finished Grade	EA	5	$	$
7	Adjust Existing Water Valve Covers and Frames to Finished Grade including the groundwater monitoring triangular covers	EA	15	$	$
8	Furnish and Install Traffic Signal Loop Detectors and Connect to DLC	LS	LS	$	$
9	Centerline Striping, Pavement Markings, in thermoplastic	LS	LS	$	$
10	Construction Survey, Staking, Re-establish Survey Monuments and Centerline Ties	LS	LS	$	$

SUB-TOTAL "B " AMOUNT BID IN FIGURES	$

SUB-TOTAL "B" AMOUNT BID IN WORDS _____

TOTAL BID =SUB-TOTAL A PLUS SUB-TOTAL B IN FIGURES	**$**

TOTAL BID =SUB-TOTAL A PLUS SUB-TOTAL B IN WORDS _____

_____

Bidder's Signature Title

_____

Company Name

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

Contract will be awarded to the most responsive and lowest responsible bidder based on the amount contained in the "TOTAL BID =SUB-TOTAL A PLUS SUB-TOTAL B ".***

DESIGNATION OF SUBCONTRACTORS

California Public Contract Code 6109

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

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

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

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

California Public Contract Code 7104

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

DESIGNATION OF SUBCONTRACTORS

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

NAME, ADDRESS, LICENSE NO., AND PHONE NUMBER OF SUBCONTRACTORS, SUPPLIERS, AND VENDORS	PORTION OF WORK, MATERIALS, OR EQUIPMENT

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

REFERENCES

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

1. _____
   Name and Address of Agency

   _____
   Name and telephone number of person familiar with project

   _____
   Contract amount Type of work Date completed

2. _____
   Name and Address of Agency

   _____
   Name and telephone number of person familiar with project

   _____
   Contract amount Type of work Date completed

3. _____
   Name and Address of Agency

   _____
   Name and telephone number of person familiar with project

   _____
   Contract amount Type of work Date completed

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

_____

_____

_____

_____

_____

_____

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that in all previous contracts or subcontractors, all reports which may have been due under the requirements of any AGENCY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded thereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

NON-COLLUSION AFFIDAVIT

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Business Address: _____

_____

Telephone _____

State Contractor's License No. and Class: _____

Original Date Issued _____ Expiration Date _____

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

_____

_____

_____

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

_____

_____

_____

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

_____

_____

_____

_____

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this _____ day of _____, 20___.

BIDDER_____

_____

_____

_____

_____

_____

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

_____
Signature of Contractor's Representative

_____
Printed Name

_____
Title

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

NOTARY PUBLIC _____

Note: The standard printed bid bond form of any bonding company acceptable to the City of Montebello may be used in lieu of the following approved sample bond form, provided the security stipulations protecting the City of Montebello are not in any way reduced by use of the surety company's printed standard form.

PROPOSAL GUARANTEE
BID BOND

FOR

FY 2026-2027 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT
C.P. No. 951

AND

LINCOLN STREET REHABILITATION (WILCOX AVENUE TO 18TH STREET – STPL FUNDING EXCHANGE)
C.P. No. 946

IN THE CITY OF MONTEBELLO

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY.

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

BIDDER* _____
_____

SURETY*_____

Subscribed and sworn to this _____day of _____, 20____.

NOTARY PUBLIC _____

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

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

FOR

FY 2026-2027 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT
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IN THE CITY OF MONTEBELLO

In accordance with Government Code Section 14310.5, the BIDDER shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

Yes_____ No_____

If the answer is yes, explain the circumstances in the space provided.

Note: The following is to be used in case cash, a cashier's check or a certified check accompanies the proposal.

PROPOSAL GUARANTEE
CASH, CASHIER'S CHECK, OR CERTIFIED CHECK

FOR

FY 2026-2027 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT
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C.P. No. 946

IN THE CITY OF MONTEBELLO

Accompanying this proposal is a certified check, a cashier's check, or bidder's bond payable to the order of the City of Montebello, or cash in the amount of _____
_____
_____ Dollars
($_____). The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of Montebello within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

_____

_____
Bidder

CONTRACT AGREEMENT
FOR

LINCOLN STREET REHABILITION (WILCOX AVENUE TO 18TH STREET – STPL FUNDING EXCHANGE) CP NO. 946

AND

FY 2026-2027 SB 1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT CP NO. 951

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

RECITALS

WHEREAS, the CITY duly advertised a Notice Inviting Bids on _____, for the Lincoln Street Rehibition (Wilcox Avenue to 18th Street) (CP 946) and FY 2026-2027 SB 1 Rubberized Asphalt Street Enhancement Project CP 951 ("PROJECT").

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

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

SECTION 1. INCORPORATION OF RECITALS AND CONTRACT DOCUMENTS

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

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

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

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

SECTION 2. THE WORK

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

SECTION 3. TERM; AND TIME FOR COMPLETION

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

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

SECTION 4. COMPENSATION

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

4.1. Progress Payments

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

4.2. Retention of Funds

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

4.3. Substitution of Securities

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

SECTION 5. UNDOCUMENTED WORKERS

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

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

SECTION 6. NOTICE TO PROCEED

CONTRACTOR shall commence work on the date specified in the Notice to Proceed to be issued in writing to CONTRACTOR by the CITY and shall complete work on the PROJECT within **Sixty (60)** Working Days from the commencement thereof.

SECTION 7. DISCOVERY OF HAZARDOUS OR LATENT CONDITIONS

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

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

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

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

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

SECTION 8. MISCELLANEOUS STATUTORY REQUIREMENTS

8.1. CONTRACTOR License.

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

8.2. Ineligible CONTRACTOR Prohibited.

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

8.3. Compliance with SB 854 Registration.

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

8.4. Trench and Pipeline Safety.

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

8.5. Utility Relocation.

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

8.6. Third Party Claims Notification.

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

8.7. Unfair Business Practices Claims.

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

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

8.8. Day's Work.

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

8.9. Payroll Records.

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

8.10. Employment of Apprentices.

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

8.11. Records Audit

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

SECTION 9. PREVAILING WAGES

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

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

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

SECTION 10. INDEMNITY, DEFENSE AND HOLD HARMLESS

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

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

SECTION 11. BONDS

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

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

SECTION 12. INSURANCE REQUIREMENTS

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

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

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

SECTION 13. LIQUIDATED DAMAGES

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

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

SECTION 14. DISPUTE RESOLUTION

14.1. Claims of $375,000 or Less

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

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

14.2 Public Contract Code 9204 Claims

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

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

SECTION 15. TERMINATION.

15.1. Termination for Convenience.

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

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

15.2 Termination for Default.

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

15.3 Waiver of Remedies for any Breach.

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

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

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

SECTION 17. COMPLIANCE WITH APPLICABLE LAWS

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

SECTION 18. NOTICE OF COMPLETION

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

SECTION 19. AUTHORITY

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

SECTION 20. ENTIRE AGREEMENT

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

SECTION 21. ATTORNEY'S FEES AND COSTS

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

SECTION 22. INDEPENDENT CONTRACTOR

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

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

SECTION 23. NOTICE

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

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

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

To CONTRACTOR:
_____
Attn: _____
Address: _____
_____
Phone: _____
Email: _____
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 24. PROHIBITION AGAINST ASSIGNMENT

The experience, knowledge, capability and reputation of CONTRACTOR, its principals and employees were a substantial inducement for the CITY to enter into this

Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the CITY. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of CONTRACTOR, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release CONTRACTOR or any surety of CONTRACTOR of any liability hereunder without the express consent of the CITY.

SECTION 25. CUMULATIVE REMEDIES

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

SECTION 26. COUNTERPARTS

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF MONTEBELLO
("CITY")

By:
_____
Raul Alvarez, City Manager

Date:
_____

_____
("CONTRACTOR")

By:
_____
_____

Date:
_____

By:

_____
_____

Date:_____

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM

_____
Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

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

EXHIBIT "A"
INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

2. **Automobile Liability.**

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

3. **Worker's Compensation.**

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

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

4. Additional Insureds.

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

5. Notice of Cancellation.

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

6. Severability Clause.

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

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

7. Qualifications of Insurer.

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

8. Approval of Insurer.

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

9. Payment of Premiums.

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

10. Subrogation.

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

11. Evidence of Insurance and Claims.

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

(Use of City Bond Form is Required)

EXHIBIT "B"
PERFORMANCE BOND
PUBLIC WORK
(CALIFORNIA)

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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

Principal

By: _____ Date: _____

Title: _____

Surety

By: _____ Date: _____

Title: _____

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

--OR--

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

State of California)
)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND –

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

APPROVED AS TO FORM:

_____

City Attorney

(Use of City Bond Form is Required)

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

KNOW ALL MEN BY THESE PRESENTS:

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

_____

_____

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

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

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

_____

_____

_____

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

_____

_____

_____

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

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

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

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

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

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

Principal

By: _____ Date: _____

Title: _____

Surety

By: _____ Date: _____

Title: _____

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

--OR--

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

State of California)
)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND –

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

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT “D”
Contractor’s Proposal

SPECIAL PROVISIONS
PART 1 – GENERAL PROVISIONS

FOR

FY 2026-2027 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT
C.P. No. 951

AND

LINCOLN STREET REHABILITATION (WILCOX AVENUE TO 18TH STREET – STPL FUNDING EXCHANGE)
C.P. No. 946

IN THE CITY OF MONTEBELLO

Except as otherwise provided in the Plans, Special Provisions, Special Specifications, or as modified herein, the work embraced herein shall be done in accordance with the appropriate provisions of the Standard Specifications for Public Works Construction, "Green Book", 2018 Edition, which are hereinafter referred to as the Standard Specifications.

The intention of the contract documents is to include all plant labor, services, materials, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefore, as provided in the contract documents for the proper execution and completion of the work on the project in strict accordance with the plans and specifications.

The Standard Specifications and Standard Plans of the AGENCY are contained in the 2018 Edition, and applicable amendments to, of the Standard Specifications for Public Works Construction (SSPWC) and Standard Plans for Public Works Construction (SPPWC). Copies of these Standard Specifications and Plans are available from the publisher, Building News, Incorporated, 1612 South Clementine Street, Anaheim, CA 92802, telephone (714) 517-0970.

The AGENCY also uses the Standard Specifications and plans of the State of California Department of Transportation (Caltrans) which Standard Specifications and Plans are available from Caltrans District 7, Los Angeles or Caltrans Office in Sacramento.

The Standard Specifications set forth above will control the general provisions, construction materials, and construction methods for this contract except as amended by the Plans, Special Provisions, or other contract documents. The following Special Provisions are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted and the section numbers of the Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring elaboration, amendment, specifying of options, or additions are called out.

PART 1 – GENERAL PROVISIONS

SECTION 1 – GENERAL

1-2 TERMS AND DEFINITIONS.

In addition to the terms and definitions of subsection 1-2, whenever in the contract documents the following terms are used, they shall be understood to mean and refer to the following:

ALLOWABLE COSTS means those costs not covered by agreed unit prices, which are to be used in calculating adjustments to the Contract Sum.

ALLOWABLE MARKUPS means the percentage of markups for Work not covered by agree unit prices, which are to be used in calculating adjustments to the Contract Sum.

APPLICABLE LAWS means all applicable federal, state and municipal laws (legal and equitable), statutes, building codes, ordinances, regulations and lawful orders (including, without limitation, the City acting in its regulatory capacity) having jurisdiction over the Project, Work, Site, City, or Contractor (including, without limitation, Environmental Laws) and all ordinances, rules and regulations enacted by City. In the event of a conflict between or among Applicable Laws governing Contractor's performance of the Work, the more stringent shall apply.

APPLICATION FOR PAYMENT means Contractor's certified application for payment for Work in accordance with the Contract Documents.

ARCHITECT means the individual or firm under contract with City primarily responsible to provide design, engineering and related construction administration for the Project.

AGENCY: City of Montebello

BOARD: City Council of the City of Montebello

COUNTY: County of Los Angeles

FEDERAL: United States of America

BIDDING DOCUMENTS means the following collection of documents prepared and issued for the purpose of soliciting Bids for the Work: (1) Invitation to Submit Bids, (2) Instructions to Bidders, (3) Bid Forms, (4) Construction Contract, (5) Special Provisions, (6) Drawings and Schedules, (7) Details, (8) Addenda(s), and (9) those documents, or those portions or provisions of documents that, although not listed among the documents described in Clauses (1) through (8) hereinabove, are expressly cross-referenced therein or attached thereto.

CERTIFICATE FOR PAYMENT means the statement from the Engineer certifying both the undisputed amount of money due to Contractor and the amount of money, if any, that are disputed upon an Application for Payment.

CHANGE means a modification, change, addition, substitution or deletion in the Work or in Contractor's means, methods, manner, time or sequence of performing the Work arising from any

cause or circumstances, including, without limitation, either directly at the request of City or constructively by reason of other circumstances. Use of the term "Change," in any context, in the Contract Documents shall not be interpreted as implying that Contractor is entitled to an adjustment increasing the Contract Sum or extending the Contract Time on any basis other than for Compensable Change or Compensable Delay.

CHANGE ORDER means a written instrument, signed by City and Contractor in accordance with the requirements of the General Conditions, designating any work that is a change of scope requiring additional expenditure of materials and labor and/or requiring additional time to complete. Its purpose is to establish the terms of City and Contractor's mutual agreement to an adjustment of the Contract Sum or Contract Time on account of Compensable Change, Deleted Work, Compensable Delay or Excusable Delay.

CHANGE ORDER REQUEST means Contractor's written request for an adjustment in the Contract Sum and/or Contract Time due to a Compensable Change, Compensable Delay or Deleted Work.

CITY means the City of Montebello, a municipal corporation organized under the laws of the State of California, acting through the City Council or other representatives duly authorized by the City Council to act on City's behalf.

CITY CONSULTANT means the designated Consultant, other than the Architect, engaged by City (or engaged as a subconsultant to the Architect or Consultant) to provide professional advice with respect to the design, construction or management of the Project.

CITY COUNCIL means the City Council of the City of Montebello.

CLAIM means a written demand or assertion by City or Contractor seeking, as a matter of right, an interpretation of contract, payment of money, recovery of damages or other relief. A CLAIM does not include the following: (1) a tort claims for personal injury or death, (2) stop notice claims, (3) the right of City to specific performance or injunctive relief to compel performance, or (4) any rights remedies, administrative action, and/or penalties that the City has under applicable law.

CLOSE-OUT DOCUMENTS means the warranties, guarantees, maintenance and operations manuals that, along with electronic versions, are required to be delivered by Contractor to the City upon Final Completion of the Project Work.

COMPENSABLE CHANGE means Extra Work: (1) that is the result of (a) Differing Site Conditions, or (b) revisions in Applicable Laws enacted after the execution of the Construction Contract by City and Contractor, (c) a Change requested in a writing signed by the Engineer, or (d) other circumstances involving a Change in the Work or which Contractor is given under the Contract Documents a specific and express right to adjustment of the Contract sum; and (2) that is not caused, in whole or part, by the negligence or willful misconduct of Contractor or a Subcontractor of any Tier or a failure to comply with Contractor's obligations under the Contract Documents; and (3) for which an adjustment to the Contract Sum is not prohibited by nor waived under the terms of the Contract Documents; and (4) that if performed would require Contractor to incur additional and unforeseeable Allowable Costs that would not have been required to be incurred in the absence of such Extra Work.

COMPENSABLE DELAY means a Delay to the critical path of activities affecting Contractor's ability to achieve Final Completion of the Project Work within the Contract Time, not caused, in whole or in part, by the negligence or willful misconduct of Contractor or a Subcontractor or any Tier or a failure to comply with Contractor's obligations under the Contract Documents, and that is caused solely by any of the following: (1) a Compensable Change, (2) the active negligence of City, Engineer, Architect, City Consultant or a Separate Contractor, or (3) other circumstances involving Delay for which Contractor is given under the Contract Documents a specific and express right to both an adjustment of the Contract Sum and/or Contract Time.

COMPLETION PUNCH LIST means the list of items of Work to be completed or corrected by Contractor for Final Completion of the Project Work.

CONSEQUENTIAL DAMAGES means damages incurred by either City or Contractor for loss of use, loss of profit or income, loss of revenue, lost opportunity, additional or unabsorbed overhead, loss of management or services, loss of productivity, loss of financing or funding, loss of business reputation, loss of bonding and all similar indirect, economic damages that are caused as a result of either Delay or that result from a termination or suspension (for default or convenience) of all or any portion of the Construction Contract or the Work. Consequential Damages do not include direct or indirect damage or injury to persons or tangible property, including without limitation, the repair or replacement of tangible property damaged or lost.

CONSTRUCTION CONTRACT means the written contract contained in the Bidding Documents and executed between City and Contractor for the Work.

CONTRACT DOCUMENTS means the following collection of documents governing Contractor's performance of the Work: (1) the Bidding Documents, (2) the Construction Contract between City and Contractor, other terms, conditions and requirements applicable to the performance of the Construction Contract and Work (including General Provisions, any supplemental and Special Provisions and the General Requirements), Drawings, Specifications, Addenda issued prior to execution of the Construction Contract and other documents listed in the Construction Contract and Modifications issued after execution of the Construction Contract, (3) a Change Order signed by both City and Contractor and/or such others, if any, as required by the General Conditions, (4) a Unilateral Change Order signed by City and/or others, if any, as required by the General Conditions, (5) a Field Order signed by City and/or others, if any, as required by the General Conditions, (6) a written order for a Minor Change in the Work issued by the Engineer, and (7) the Declaration of Sufficiency of Funds completed and signed by Contractor.

CONTRACT SUM means the total amount of compensation stated in the Construction Contract, including adjustments authorized by Change Orders or Unilateral Change Orders, that is payable to Contractor for the performance of the Work in accordance with the Contract Documents.

CONTRACT TIME means the total number of working days set forth in the Construction Contract within which Contractor is obligated to submit Materials Confirmations and achieve Completion and Final Completion of the Project Work and/or Project Work, as adjusted for extensions of time permitted under the terms of the Contract Documents and approved by City.

CONTRACTOR means the person or entity under contract with City pursuant to the Construction Contract to serve as the general contractor for construction of the Work.

DAY, whether capitalized or not, and unless otherwise specifically provided, means Monday, Tuesday, Wednesday, Thursday, Friday, and does not include weekends or City recognized legal holidays.

DEFECTIVE WORK means Work by Contractor or a Subcontractor that is unsatisfactory, faulty, omitted, incomplete, deficient or does not conform to Applicable laws, the Contract Documents or the requirements of any inspection, reference standard, test, code or approval specified in the Contract Documents.

DELAY, whether capitalized or not, means any circumstances involving delay, disruption, hindrance or interference in the performance of the Work.

DELETED WORK means work that is eliminated due to a Change requested by City.

DESIGN DOCUMENTS means all plans, drawings, tracings, specifications, programs, reports, calculations, models, presentation materials and other materials or documents containing designs, specifications or engineering information prepared by the Architect, City Consultants, Contractor, Separate Contractors or Subcontractors including, without limitation, computer aided design materials, electronic data files and paper copies. The term "Design Documents" includes, without limitation, all building and other designs depicted therein, as well as the written documents themselves.

DIFFERING SITE CONDITION means an unforeseen condition at a Site or in Existing improvements at a Site. Specifically they are those conditions, located at a Site or in Existing Improvements, not otherwise ascertainable by Contractor through the exercise of thorough care and diligence in its inspection of the Sites and Bidding Documents, that constitute: (1) hazardous materials that constitute hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of Applicable Laws; or (2) subsurface or concealed conditions at the Sites or concealed conditions in Existing Improvements which differ materially from those indicated by the Contract Documents or other information available to Contractor prior to submission of the Bid; or (3) unknown physical conditions at the Sites or concealed conditions in Existing improvements of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work of the character provided for in the Contract Documents.

DISCOVERY DATE, used in reference to Contractor's obligation to give written notice of certain facts, conditions or circumstances, means the earlier of the dates the Contractor either: (1) discovered such facts, conditions or circumstances, or (2) should have discovered such facts, conditions or circumstances in the exercise of reasonable care practiced by the general contractors performing public works construction projects in the Southern California area.

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

ENGINEER means the City Engineer or the Public Works Director for City of Montebello acting either directly or through properly authorized agents, acting within the scope of the particular duties entrusted to them.

EXCUSABLE DELAY means a Delay, other than a Compensable Delay, to Contractor's ability to perform within the Contract Time that is (1) not caused, in whole or in part, by the negligence or willful misconduct of Contractor or a Subcontractor of any Tier or a failure to comply with the obligations of Contractor under the Contract Documents; and (2) is unforeseeable, unavoidable and beyond the control of Contractor and the Subcontractor, of any Tier; and (3) the result of a Force Majeure Event. Without limitation to the foregoing, neither the bankruptcy, insolvency nor financial inability of Contractor or any Subcontractor, nor any failure by a Subcontractor to perform any obligation imposed by contract or Applicable Laws, shall constitute grounds for Excusable Delay.

EXTRA WORK means Work (other than Work that is either a logical evolution of the Consultant's detailing, refinement and clarification of the Drawings and Specifications that are part of the Contract Documents or that is reasonably inferable as necessary to satisfy the design intent for a completed and fully operational system, facility or structure) that is not indicated by the Contract Documents, the performance of which requires the expenditure by Contractor of additional and unforeseen Allowable Costs. Reference to Extra Work shall not be interpreted to mean or imply that Contractor is entitled to an adjustment to the Contract Sum or Contract Time unless such Extra Work constitutes a Compensable Change.

FIELD ORDER means a written directive signed by the City and Contractor that: (1) directs the performance of a Minor Change, (2) directs performance of Work or a Change with respect to which there exists a dispute or question regarding adjustment of the Contract Sum or Contract Time, or (3) establishes a mutually agreed basis for compensation to Contractor for a Compensable Change or Deleted Work under circumstances where performance needs to proceed in advance of the Contractor having completed its substantiation and evaluation of the impact thereof on the Contract Sum or Contract Time.

FINAL COMPLETION, FINALLY COMPLETE means (1) with respect to Project Work, the point at which the following conditions have occurred with respect to such Work: (a) the entirety of such Work is fully completed, including all minor corrective, or "punch list," items, (b) a permanent and unconditional waiver for the entirety of such Work has been delivered to City, (c) all documents required to be submitted, including without limitation, warranties, guaranties and other Close-Out Documents, (d) such Work and the related portions of the Site have been thoroughly cleared of all construction debris and cleaned in accordance with the requirements of the Contract Documents, including, but not necessarily limited to where applicable, the following: removal of temporary protections; removal of marks, stains, fingerprints and other soil and dirt from painted, decorated and natural-finished woodwork; removal of spots, plaster, soil and paint from ceramic tile, marble and other finished materials; all surfaces, fixtures, cabinet work and equipment are wiped in accordance with recommendations of the manufacturer; and all stone, tile and resilient floors are cleaned thoroughly in accordance with manufactures recommendations and buff dried by machine to bring the surfaces to sheen, and (d) all conditions set forth in the Contract Documents for completion of such Work have been, and continue to be, fully satisfied; and (2) with respect to the Project Work, the point at which: (a) all of the conditions set forth in Clause (1) of the Paragraph have occurred for each and every Home comprising the Project; and (b) all

contractors and subcontractors have been paid and there are no outstanding stop orders claims or claims of any kind that may delay the payment by the City of its ten-percent self-retention monies.

FORCE MAJEURE EVENT means, and is restricted to, any of the following: (1) Acts of God, (2) terrorism or other acts of public enemy, (3) acts or omissions of Governmental Authorities beyond the reasonable foreseeability and control of Contractor, (4) epidemics or quarantine restrictions, (5) strikes, other than those resulting from a violation by Contractor or a Subcontractor of Applicable Laws or applicable collective bargaining agreements, resulting in the unavailability of workers or replacement workers, (6) acts or omissions of the Homeowner that Delay access to a Home or performance of the Work, or (7) unusual shortages in materials that are supported by documented proof that (a) Contractor made every effort to obtain such materials from all available sources located within a reasonable distance of the Site where those materials are to be used in performing the Work, (b) such shortage is due to the fact that such materials are not physically available or could not have been obtained only at exorbitant prices entirely inconsistent with current rates taking into account the quantities involved and the usual industry practices in obtaining such quantities, and (c) such shortages and the difficulties in obtaining alternate sources of materials could not have been known or anticipated at the timed the Construction Contract was entered into.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1-7 AWARD AND EXECUTION OF THE CONTRACT.

1-7.1 General.

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

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

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

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

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

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

1-7.2 CONTRACT BONDS.

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

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

1-8 SUBCONTRACTS

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

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

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

SECTION 2 – SCOPE OF THE WORK

2-2 PERMITS.

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

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

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

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

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

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

2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3 – CONTROL OF THE WORK

3-2 SELF-PERFORMANCE.

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

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

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

3-7 CONTRACT DOCUMENTS.

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

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

3-7.1 General.

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

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

3-7.2 PRECEDENCE OF THE CONTRACT DOCUMENTS.

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

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

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

Detailed plans shall have precedence over general plans.

3-10 SURVEYING.

3-10.1 General.

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

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

The Contractor shall notify the City of Montebello, in advance, in the event that any monumentation or witnesses to the monumentation should fall within any removal area. **The Land Surveyor hired by the Contractor shall prior to submittal of the bid, visit the sites or use an internet mapping service to determine the locations and identify all existing centerline ties and monuments and document all theses locations . Contractor shall attach a list of these ties and monuments locations and their description to the bid.** The Contractor shall be liable for a back charge in an amount up to $1,000.00 per point obliterated or destroyed without notice or authorization from the City of Montebello.

All work described in this Section shall be done by or under the direction of a Professional Land Surveyor or a Registered Civil Engineer authorized to practice Land Surveying in the State of California herein referred to as "Surveyor".

SECTION 4 - CONTROL OF MATERIALS

4-1 GENERAL.

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

The Contractor and all subcontractors, suppliers, and vendors, shall guarantee that the entire work will meet all requirements of this contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the AGENCY, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within one (1) years after the date of recordation of the Notice of Completion. Within this one-yearperiod, the Contractor shall also restore to full compliance with requirements of this contract any portion of the work which is found to not meet those requirements. The Contractor shall hold the AGENCY harmless from claims of any kind arising from damages due to said defects or noncompliance. The Contractor shall make all repairs, replacements, and restorations within thirty (30) days after the date of the City Engineer's written notice.

4-6 TRADE NAMES.

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

Although the bidder may believe that by use of a different material than that specified on/in the plans and specifications, a lower cost project/bid may result. The bidder is to bid the project on the basis of using the material(s) as named keeping in mind that all materials named herein by

manufacturer is not to prohibit the bidder considering using in his bid what he consider to be an equal material except where the AGENCY has designated a sole product. Once the bids have been opened the successful Contractor may discuss with the AGENCY the use of another product; which may result in a determination by the AGENCY that the other product is equal and possibly that by the AGENCY allowing the use of the Contractor proposed equal that a change in the contract amount may result.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR.

5-3.2 Prevailing Wages.

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

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

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

5-3.6 Laws.

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

5-4 INSURANCE.

5-4.2 General Liability Insurance.

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

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

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

Products/Completed Operations Hazard Insurance in an amount of not less than FIVE MILLION

DOLLARS ($5,000,000).

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

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

5-4.3 Worker's Compensation Insurance.

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

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

5-4.4 Auto Liability Insurance.

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

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

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

5-4.5 Additional Insureds.

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

5-4.6 Notice of Cancellation.

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

5-4.7 Severability Clause.

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

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

5-4.8 Qualifications of Insurer.

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

5-4.9 Approval of Insurer.

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

5-4.10 Payment of Premiums.

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

5-4.11 Evidence of Insurance and Claims.

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

5-7 SAFETY.

5-7.1 Work Site Safety.

5-7.1.1 General.

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

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

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when,

in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may provide suitable protection to said interests by causing such work to be done and material to be furnished as, in the opinion of the Engineer may seem reasonable and necessary.

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

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

5-7.9 Traffic and Access.

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

At least one twelve-foot-wide traffic lane shall be provided for each direction of travel on all streets at all times except as permitted by the Engineer. The Contractor must submit a traffic control plan to the City and obtain approval of same in writing from the City Engineer. The Contractor shall maintain at least one lane of traffic in each direction at all times during construction. The plan shall be prepared per latest edition of California Manual on Traffic Control Devices (CA-MUTCD).

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

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

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

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

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

5-7.9.1 Street Closures, Detours, Barricades.

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

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

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

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

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

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

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

5-7.9.2 Protection of the Public.

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

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

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on

the situation within a reasonable time period, the Engineer may provide suitable protection to said interests by causing such work to be done and material to be furnished as, in the opinion of the Engineer may seem reasonable and necessary.

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

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.

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

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

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

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

6-3 TIME OF COMPLETION.

6-3.1 General.

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

All construction work is to be completed within **Sixty (60) working days**.

6-3.2 Contract Time Accounting.

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

The Contractor's activities shall be confined to the hours between 7:00 a.m. and 3:30 p.m., Monday through Friday, excluding holidays, for daytime work and to the hours between 8:00 p.m. starting Monday and 5:00 a.m. ending Saturday, excluding holidays, for nighttime work. Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time. The service fees will be

deducted from any amounts due the Contractor. Should the Contractor choose nighttime work, any and all lighting and traffic control, as needed, shall be provided by the Contractor.

6-9 LIQUIDATED DAMAGES

The liquidated damages value is hereby amended to be $500 per day.

SECTION 7 – MEASUREMENT AND PAYMENT

7-3 PAYMENT

7-3.2 Partial and Final Payment.

The text of Subsection 7-3.2 of the Standard Specifications is hereby deleted and replaced with the following:

The closure date for the purpose of making partial progress payments will be on or about the twenty-fifth (25th) day of each month. The Contractor shall prepare the approximate measurement of the work performed through the closure date and submit it to the AGENCY for approval along with an updated construction schedule.

When the work is complete, the Engineer will determine the final quantities of the work performed and prepare the final progress payment.

Payments are commonly authorized and made within forty-five days following the last day of the month submitted. However, payments will be withheld pending receipt of any outstanding reports required by the contract documents. In addition, the final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-built conditions and any other required documents.

A full five percent (5%) retention will be deducted from all progress payments. The final retention will be authorized for final payment forty-five (45) days after the date of recordation of the Notice of Completion.

Decisions to Withhold Progress Payments

The Engineer may withhold or nullify the requested Progress Payments in whole or in part due to the Contractor to such extent as may be necessary to protect the City from loss as a result of because of any of the circumstances listed below:

1. Defective work not remedied in accordance with provisions of the Contract Documents;

2. Third party claims, liens or stop notices filed or reasonable evidence indicating probable filing of such claims, liens or stop notices;

3. Failure of the Contractor to make payments properly for labor, services, materials, equipment, or other facilities or to subcontractor;

4. A reasonable doubt that the work can be completed for the unpaid balance of the Contract Sum;

5. A reasonable doubt that the Contractor will complete the work within the agreed Contract Time;

6. Costs to the Owner resulting from failure of the Contractor to complete the work within the stipulated time, or in accordance with the terms of the contract;

7. Damage to other work or property;

8. Failure to fulfill all the requirements of the Contract Documents;

9. When there is pending litigation against the City related to this contract or reasonable anticipation thereof;

10. Failure of the contractor to maintain all records as required; to submit progress schedules, weekly payroll records, minority enterprise utilization reports and forms and any other such item required by these specifications;

11. Failure to pay laborers and mechanics employed by the contractor or any subcontractor on the work the full amount of wages required by this contract, after written notice to the contractor.

12. Failure of Contractor of the subcontractors to comply with applicable laws;

13. Any reason specified elsewhere in the Contract Documents as grounds for a withholding, offset or setoff or that would legally entitle City to a setoff or recoupment;

14. Additional professional, consultant or inspection services required due to Contractor's failure to comply with Contract Documents;

15. Liquidated damages payable to City;

16. Materials ordered or paid by City on behalf of Contractor;

17. Damage loss caused to City, a separate contractor, homeowner contractor or any other person or entity due to the actions of the Contractor;

18. Cleanup performed by City and chargeable to Contractor;

19. Failure of Contractor to pay contributions due and owing to employee benefits funds pursuant to applicable collective bargaining agreements or trust agreements;

20. Failure of Contractor or any Subcontractor to properly pay prevailing wages as defined in California Labor Code Section 1720 et/ seq.;

21. A breach by Contractor of any obligation or provision of the Contract Documents.

22. Whenever the City shall, in accordance herewith, withhold any monies otherwise due the Contractor, written notice of the amount withheld and the reasons therefore shall be given the Contractor, and, when the Contractor shall remove the grounds for such withholding, the City will pay to the Contractor, within 35 calendar days, the amount so withheld.

Application of Withholding

Sums properly withheld in good faith may be used by City without a prior judicial determination of City's actual rights with respect to recovery of any Loss on which such withholding is based. Contractor agrees and hereby designates City as its agent in for such purposes, and agrees that such payments shall be considered as payments made under the Construction Contract by City to Contractor. City shall submit to Contractor accounting of such funds disbursed on behalf of Contractor. As an alternative to such payment, City may, in its sole discretion, elect to exercise its rights to adjust the Contract Sum.

Payment by City

After an Application for Progress Payment has been made, the City shall make payment in a timely manner unless there is a good faith reason for withholding the payments in accordance with the provisions of the Contract Documents or Applicable Law.

Payment to Subcontractors

Upon receipt of payment from City, Contractor shall pay the Subcontractors performing the Work, out of the amount paid to Contractor on account of such Subcontractor's portion of the work, the amount of which said Subcontractor is entitled in accordance with the terms of its contract with Contractor and Applicable Laws, including, without limitation, California Public Contract Code Section 7107. Contractor shall remain responsible, notwithstanding a withholding by City pursuant to the terms of these General Conditions, to promptly satisfy from its own funds sums due to all Subcontractors who have performed the Work that is included in Contractor's Application for Payment. Contractor shall, by appropriate agreement, require each Subcontractor to make payments to its sub-contractors and suppliers in similar manner. City shall have no obligation to pay or be responsible in any way for payments to Subcontractors, of any Tier.

Direct Negotiation of Stop Notices

City shall have the right to directly discuss, negotiate, settle or pay, without notice to or participation by Contractor, any stop notice claims asserted by the Subcontractors, of any Tier, and to deduct such sums paid from sums due to Contractor.

Release of Stop Notices

Except to the extent of any payments that City fails to make to Contractor under circumstances that constitute a breach by City of its payment obligations under the Contract Documents, if any stop notice, whether invalid or valid, is made, filed with, served upon or asserted against City or a Homeowner by any of the Subcontractors, of any Tier, or their agent or employee, for money claimed due for Work of any kind provided, then Contractor shall within five (5) Days after written notice by City and at Contractor's Own Expense, procure, furnish and record appropriate releases or other instruments which under Applicable Laws will full release, extinguish and removed such stop notice. Unless and until such stop notice is fully released as afore-stated, City shall have the right to retain from any payments then due, or thereafter to become due, an amount equal to one hundred and fifty percent (150%) of the amount necessary to satisfy, discharge and defend against any such stop notice and any action or proceeding thereon which may be brought to judgment or award. If the amount to be paid, or the amount retained thereon, is insufficient to satisfy, discharge

or defend against such stop notice and any action of proceeding thereon, then Contractor shall be liable for the difference and upon written demand shall immediately deposit the same with City. The provisions in this paragraph are in addition to such other rights as City may have against Contractor under the Contract Documents or Applicable Laws.

Failure of Payment by City

If, through no fault of Contractor or failure by Contractor to comply with its obligations under the Contract Documents, Payment is not issued within thirty (30) Days after receipt of an undisputed and properly prepared and submitted Application for Payment then Contractor may, upon fourteen (14) additional Days' written notice to City, stop the Project Work for which such Application for Payment is received until payment is received as to any undisputed and owing work. Any resulting Delay associated with the shut down and start-up of the Project Work as a result of Contractor's proper exercise of its rights under this paragraph shall constitute a Compensable Delay.

Disputed Payments, Continuous Work

No dispute or disagreement with respect to the amount of any payment claimed due by Contractor shall relieve or excuse Contractor from the obligation to proceed with and maintain continuous, expeditious and uninterrupted performance of the Work.

Completion. Inspection. Punch List. Re-Inspection

A Contractor-generated punch list must be provided to the City or its representative prior to the request for final inspection. It will be the discretion of the City or its representative to grant the final inspection based on the Contractor generated punch list. Contractor shall achieve Completion of the Project Work in accordance with the requirements of the Contract Time and other provisions of the Contract Documents. Contractor shall notify Engineer when Contractor believes that the Project Work for is Complete.

Unless the Engineer determines that the Project Work is not sufficiently complete to warrant an inspection to determine Compliance, the Engineer, accompanied by the Inspector of Record and any others deemed appropriate by the Engineer, will inspect the Project Work performed. Contractor, along with such Subcontractors and others as Engineer deems necessary shall participate in the inspection. If the Project Work is found to be Complete, then Engineer shall proceed to issue a written completion notice as provided hereinafter.

Any items necessary for Compliance that are found missing, incomplete or requiring correction shall be summarized by Contractor in a Completion Punch List and promptly signed by Contractor and delivered to Engineer. Contractor shall proceed within forty-eight (48) hours after signing the Completion Punch List to commence correction and completion of the items listed.

Contractor shall notify Engineer when the items listed are completed at which time a re-inspection shall be scheduled in the same manner as the original inspection. If said inspection discloses any item, whether or not included on the original Punch List, which is found missing, incomplete, or requiring correction said item shall be corrected before a Notice of Completion shall be issued.

The City shall be reimbursed or at its option shall withhold from Contractor's payments, amounts incurred by City to conduct more than two (2) inspections to determine Compliance of the Project

Work. A Notice of Completion shall be issued by the Engineer when he determines that Compliance of the Project Work has occurred.

Final Completion

Contractor shall expeditiously and diligently perform all items of Project Work on the Final Completion Punch List so as to achieve Final Completion of the Project Work within the requirements of the Contract Time for Final Completion of the Project Work. Contractor shall forward to Engineer a written notice when Contractor believes that it has completed all of the items on the Final Completion Punch List and is read for a Final Completion Inspection. Unless Engineer determines that the Project Work is not sufficiently complete to warrant an inspection to determine Final Completion, Engineer, accompanied by Inspector of Record and any others deemed appropriate by Engineer, will inspect Project Work performed. If the Project Work is found to be Finally Complete, then Engineer shall proceed to issue a Notice of Final Completion as provided hereinafter.

If said inspection discloses any item, whether or not included on the Final Completion Punch List, which is found missing, incomplete, or requiring correction said item shall be corrected before a Notice of Final Completion shall be issued. The City shall be reimbursed or at its option shall withhold from Contractor's payments, amounts incurred by City to conduct more than two (2) inspections to determine Final Compliance of the Project Work for any Home. A Notice of Final Completion shall be issued by the Engineer when he determines that Final Compliance of the Project Work has occurred.

Concluding Payment

Upon issuance by Engineer of the Notice of Final Completion for the Project Work Contractor shall submit to Engineer its Application for Payment requesting payment for completion. Without limitations to any other conditions to payment set forth elsewhere in the Contract Documents, the following shall be conditions precedent to a proper submission, and to Engineer's approval, of Contractor's Application for Final Payment:

1. Submission of an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Project Work for which City or City's or Homeowner's property or funds might be liable have been paid or otherwise satisfied;

2. Submission of consent of Surety, if any, to Completion Payment;

3. Submission of a certificate evidencing that the insurance required by the Contract Documents is in force;

4. Submission of conditional releases and waivers of stop notice and bond rights upon final payment in the form required by California Code Section 3262(d)(3) executed by Contractor and by all Subcontractors, of every Tier, performing any portion of the Project Work;

5. Submission of all Close-Out Documents for the Project Work;

6. Submission of adequate and complete certified payroll records as required by the Contract Documents for any time period that Project Work was performed, which have not been submitted by Contractor in connection with its previous Applications for Payments.

7. Proper payment of prevailing wages as defined in California Labor Code Section 1720, et seq for the Project Work.

8. Submission of certificates by Contractor and each Subcontractor, as required by any applicable collective bargaining agreement or trust agreement or Applicable Laws, certifying that all employees' benefits relating to the Project Work due and owing having been paid in full; and

9. Submission of any other documents or information required by the Contract Documents as a condition of Final Payment or Final Completion of the Project Work.

Final Payment Terminates Liability

No claim shall be made or be filed, and neither the City nor any of its officers or agents shall be liable or held to pay any money, except as specifically provided in the Contract Documents.

The acceptance by the Contractor of the final payment aforesaid shall operate as, and shall be, a release to the City and its agents, from all claim and liability to the Contractor for anything done or furnished for, or relating to, the work or for any act or neglect of the City or of any person relating to or affecting the work, except the claim against the City for the remainder, if any there be, of the amounts kept or retained as provided elsewhere in these General Conditions.

Securities in Lieu of Retention

Provisions of California Public Contract Code Section 22300 et. seq. substitution of eligible and equivalent securities for retention held by City to ensure Contractors performance under the Contract will be permitted at the request and expense of the Contractor and in conformity with California Section 22300. The foregoing notwithstanding, the Contractor shall have ten (10) days following action by the City to award the Agreement to the Contractor to submit its written request to the City to permit the substitution of securities for retention under California Public Contract Code Section 22300. The failure of such Contractor to make such a written request for the City within said ten (10) day period shall be deemed a waiver of the Contractor's right under California Public Contract Code Section 22300.

In the event the Contractor wishes to choose to exercise its rights under California Public Contract Code Section 22300, the Contractor shall enter into an escrow agreement with the City, and the escrow agent, a state or federally chartered bank in California with a current A.M. Best Rating of not less than "A," in the form specified by said Section 22300. Contractor shall have the obligation of ensuring that such securities deposited are sufficient to maintain it total fair market value an amount equal to the cash amount of the sums to be withheld under the Agreement. If upon written notice from the City or from the appropriate escrow agent, indicating that the fair market value of the securities has dropped below the dollar amount of monies to be withheld by the City to ensure performance, Contractor shall, within five (5) days of the date of such notice, post additional securities as necessary to ensure that the total fair market value of all such securities held by the

City, or in escrow, is equivalent to the amount of money to be withheld by the City under the Agreement.

Any escrow agreement entered into shall contain the following provisions:

(a) The amount of surety to be deposited;

(b) The terms and conditions of conversion to cash in case of default of the Contractor; and

(c) The termination of the escrow upon completion of the contract.

7.3.3 Delivered Materials.

This subsection of the Standard Specifications is hereby replaced in its entirety by the following:

Materials and equipment delivered but not incorporated into the work will not be included in the estimate for progress partial payment.

7-3.5 Contract Unit Prices.

7-3.5.1 General.

Replace this subsection with the following:

If the Engineer orders a change in quantity of an item of Work, and the change does not involve a substantial change in character of the Work from that shown in the Plans or Specifications, the City will adjust the total payment to be made for the item of Work by multiplying the amount authorized and installed by the Contract Unit Price. This amount may be greater or less than the amount shown in the Bid.

If the total quantity of a Major Bid Item is changed, the quantity changes of the quantity shown in the Bid, either more or less, will be adjusted at the Contract Unit Price.

7-3.5.2 Increases of More than 25 Percent

This subsection of the Standard Specifications is hereby replaced by the following:

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

7-3.5.3 Decreases of More than 25 Percent

This subsection of the Standard Specifications is hereby replaced by the following:

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

7-4 PAYMENT FOR EXTRA WORK.

7-4.3 Markup.

Replace this subsection with the following:

7-4.3.1 Work by Contractor.

The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profit:

Labor	20%
Materials	15%
Equipment Rentals	15%
Other Contractor's costs	15%

One percent (1%) may also be added to the sum of costs and markups as compensation for the Contractor's bond premium.

7-4.3.2 Work by a Subcontractor.

When a subcontractor performs all or any part of the extra work, the markups in paragraph (a) shall be added to the subcontractor's actual cost of such work. The Contractor may add an additional markup of 10% of the first $5,000 of the subcontracted portion of the extra work and 5% on work added in excess of $5,000 of the subcontracted portion of work.

SECTION 8 – FACILITIES FOR AGENCY PERSONNEL

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

No field offices for AGENCY personnel will be required, however, the AGENCY personnel shall have the right to enter upon the project at all times and shall be admitted to the offices of the Contractor for the project in the City if so, provided by the Contractor for his own personnel.

SECTION 9 – CITY STANDARDS, STANDARD PLANS AND DRAWINGS

Section 9 is hereby added to the Standard Specifications as follows:

All public improvements, construction and dedications required and described in this manual shall conform to the standards and specifications of the City. Standards, Standard Plans and Drawings of the following agencies are used by the City of Montebello and are part of the City's standards. Where there is ambiguity or conflict between standards over which standard shall apply, the City Engineer shall determine what shall apply, and his determination shall be final. All construction is subject to the approval of the City Engineer.

Standard Plans – Standard Plans for Public Works Construction, SPPWC, "Latest Edition and Supplement".

Los Angeles County Public Works Department – Grey Book and all plans except those modified or replaced by City Standards.

Los Angeles County Flood Control District - Applicable storm drains.

Sanitation Districts of Los Angeles County - Applicable sewer and manholes.

State of California – California Department of Transportation (Caltrans) Standard Specifications and Standard Plans - Pavement markings and traffic loops.

City Standards - All applicable standard plans.

Standard Specifications - The 2024 edition of, and applicable amendments to, the "Standard Specifications for Public Works Construction (SSPWC)."

California Manual on Traffic Control Devices (CA-MUTCD), "Latest Edition".

SECTION 10 – CLAIMS AND PROTESTS

Section 10 is hereby added to the Standard Specifications as follows:

Excerpts from the Public Contract Code 9204.

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Claim" means a "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter

county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

PART 4 – EXISTING IMPROVEMENTS

SECTION 400 – PROTECTION AND RESTORATION

400-1 GENERAL.

The second paragraph of Subsection 400-1 of the Standard Specifications is hereby deleted and replaced with the following:

The Contractor shall relocate, repair, replace or re-establish all existing improvements within the project limits which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, etc.) which are damaged or removed as a result of the operations or as required by the Plans and Specifications. The Contractor shall make the effort to repair all sprinklers, pipe, etc by the end of the day.

Where existing traffic striping, pavement markings, and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements or re-establishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.

All existing improvements including Fence/Wall/Gates/Plants/Grass/Trees/Irrigation Systems/etc. that might be damaged during construction should be videotaped and it is Contractor's responsibility to protect all existing adjacent features such as landscaping, irrigation system, property's fence/wall/gates, curb and gutter, pull boxes, utility boxes, and etc. in place per section 400-1 of Standard Specifications for Public Works Construction. All damages to these items shall be fixed to the satisfaction of the City of Montebello without any additional compensation.

400-2 PERMANENT SURVEY MARKERS.

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

The Contractor shall be responsible for the protection and preservation of existing permanent survey monuments and benchmarks during construction. Damaged or lost monuments and benchmarks shall be restored to existing condition by a Registered Civil Engineer or a Land Surveyor licensed by the State of California at no increase in cost to the City.

The Contractor, at its own expense, shall employ a qualified surveyor to perform all survey work required for the completion of the project as specified in the plans and these specifications, comply with the requirements of Section 8771 of the Land Surveyors Act as amended and submit the documents from the County Surveyor as proof of compliance to the City of Montebello.

400-3 PAYMENT

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

No separate or additional payment will be made for 1) protection of existing improvements, 2) restoration of existing improvements and 3) permanent survey markers. All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or re-establishing existing improvements shall be included in the bid.

SECTION 402 – UTILITIES

402-1 LOCATION.

402-1.1 General.

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

The location and existence of any underground utility or substructure was obtained from a search of available records. No guarantee is made or implied that the information is complete or accurate. It shall be the Contractor's responsibility alone to determine the exact location of underground utilities or substructures of every nature and to protect them from damage. The Contractor shall excavate and expose all high-risk underground facilities. The Contractor shall notify the owners of all known utilities and substructures as set forth in the Specifications.

NOTIFICATION

The Contractor shall notify the City of Montebello and the owners of all utilities and substructures not less than 48 hours (2 working days) prior to starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or correct:

CITY OF MONTEBELLO DEPT OF PUBLIC WORKS		(323) 887-1462
Attention:	Mr. Cesar Roldan	croldan@montebelloca.gov
AT&T		(626) 318-9039
Attention:	Mr. Marco Macias	
CALIFORNIA WATER SERVICE		(323) 823-5287
Attention:	Mr. Ralph Felix	rfelix@calwater.com
CENTRAL BASIN MUNICIPAL WATER DISTRICT		(323) 201-5500
Attention:	Mr. Kevin P. Hunt	

CHARTER COMMUNICATION		(626) 807-3263
Attention:	Mr. Rodney Graf	Rodney.graf@charter.com
LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS		(626) 458-7136
Attention:	Mr. Mahdad Derakhshani	mderakas@dpw.lacoiunty.gov
LOS ANGELES COUNTY SANITATION DISTRICT		(562) 908-4288 ext. 1205
Attention:	Ms. Christine Gurga	engineeringcounter@lacsd.org
METROPOLITAN WATER DISTRICT		(909) 242-1675
Attention:	Mr. Ben Brinker	msingh@mwdh2o.com
MONTEBELLO LAND & WATER		(323) 722-8654
Attention:	Mr. Mario Gardea	mario@mtblw.com
SAN GABRIEL VALLEY WATER CO.		(909) 201-7349
Attention:	Mr. Paul Garavito	
SOUTH MONTEBELLO IRRIGATION DISTRICT		(323) 721-4735
Attention:	Mr. Jordan Betencourt	j.betencourt@pacbell.com
SOUTHERN CALIFORNIA EDISON North of Lincoln Av		(323) 720-5298
Attention:	Ms. Regina Gonzales	
SOUTHERN CALIFORNIA EDISON North of Lincoln Ave. & Large Projects		
Attention:	Ms. Elda Alatorre	(323) 720-5214
SOUTHERN CALIFORNIA EDISON South of Lincoln Ave.		(310) 608-5005
Attention:	Ms. Lissette Alvarez	Lissette.Alvarez@sce.com
THE GAS COMPANY		(310) 605-4105
Attention:	Mr. Cesar Arroyo	carroyo@semprautilities.com
CRMSON PIPELINE		(310) 669-4002
Attention:	Mr. Ryan Lassus	(310) 669-4024
CHEVRON		(310) 669-4014
Attention:	Mr. Dave Zerler	
CITY POLICE AND FIRE DEPARTMENT		Police: (323) 887-1313 Fire: (323) 887-4510
UNDERGROUND SERVICE ALERT		(800) 422-4133 Tel (909) 808-8101 Fax
TRASH COLLECTORS – ATHENS DISPOSAL		(626) 336-6100
STREET SWEEPING – NATIONWIDE		(562) 860-0604

MONTEBELLO UNIFIED SCHOOL DISTRICT (323) 887-7900

MONTEBELLO TRANSIT (323) 558-1625

EMERGENCY INFORMATION

The names addresses and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Engineer and the City Police Department prior to beginning work.

402-1.2 Payment

Payment for provisions under section 402-1 of the Standard Specifications shall be considered included in the various items of the work. No separate payment will be authorized.

PART 6 – TEMPORARY TRAFFIC CONTROL

SECTION 600 – ACCESS

600-1 GENERAL.

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

The Contractor shall notify the occupants of all affected properties in writing at least forty-eight hours (2 working days) prior to any temporary obstruction of access.

600-2 VEHICULAR ACCESS.

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

Vehicular access to the property line shall be maintained except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed except as permitted by the Engineer.

In cases where driveways require replacement. Where a property has two driveways, only one driveway at a time can be closed for replacement. Where a single driveway to a property has a considerable width, half of the driveway is to be closed, worked on and reopened for usage before the other half of the driveway can be worked on.

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

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

600-3 PEDESTRIAN ACCESS.

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

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

SECTION 601 – TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

601-1 GENERAL.

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

At least one twelve-foot-wide traffic lane shall be provided for each direction of travel on all arterial streets at all times except as permitted by the Engineer. With previous authorization from the City, the Contractor can provide one traffic lane on a single direction on residential streets, during construction hours.

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

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

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

601-2 TEMPORARY TRAFFIC CONTROL PLAN (TCP)

601-2.1 General

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

At the Pre-Construction meeting, the Contractor shall submit to the Engineer a detailed traffic control plan per section 601 of the Standard Specifications and construction sequencing for the project. The plan shall include drawings as necessary to clearly outline how traffic flow and pedestrian walkways will be handled during the course of construction and where detour and advance notice signs will be posted.

Traffic control plan shall be approved in writing by the City Engineer prior to construction starts. The plan shall be prepared per latest edition of California Manual on Traffic Control Devices (CA-MUTCD).

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

Temporary striping will not be allowed unless specifically permitted by the Engineer. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. In no event will temporary striping be allowed to remain on finish pavement surfaces.

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

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

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

601-2.2 Payment

Payment for provisions under section 601 of the Standard Specifications shall be considered included under the bid item for traffic control. No separate payment will be authorized.

SPECIAL PROVISION
PART 2 – BID ITEM DESCRIPTIONS

FOR

FY 2026-2027 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT
C.P. No. 951

AND

LINCOLN STREET REHABILITATION (WILCOX AVENUE TO 18TH STREET – STPL FUNDING EXCHANGE)
C.P. No. 946

IN THE CITY OF MONTEBELLO

All Bid Items shall be in accordance with the Standard Specifications for Public Works Construction (SSPWC), including supplements, State of California Department of Transportation (Caltrans) Standard Specifications, Latest Edition, and the Special Provisions and General Conditions of these specifications.

Bid Item No. 1 – Mobilization/Demobilization (Not to exceed 3% of total of all other Prime Contract Bid Items)

Mobilization shall conform to the provisions of Sections 7-3.4 of the Standard Specifications.

Mobilization and demobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials, and incidentals to and from the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance, and financing prior to beginning work on the various contract items on the project site. Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, and all other related work as required at all times and for all non-working days during the construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials. Demobilization includes removal of all equipment and materials from the site, clean up and restoration of the work site at the end of project. **This bid item shall also include pressure washing of all USA markings, clearing and grubbing operations preceding and post construction consisting of removing all natural and artificial objectionable materials from the Right-of-Way in construction areas, road approaches** and material sites. Clearing and grubbing shall conform to the provision of section 300-1 of the standard specifications.

No additional amounts shall be paid for erosion control, Best Management Practices (BMP), erosion damage clean-up, and removal of debris from the project site, NPDES requirements, or removal of soil and other materials deposited on public streets by construction traffic.

Best Management Practices (BMP) shall be defined as any program, technology, process, citing criteria, operating method, measure, or device, which controls, prevents, removes, or reduces

pollution. The Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3, Construction BMP Handbook and the Los Angeles County Department of Public Works Best Management Practices Handbook for Construction Activities.

Los Angeles County Department of Public Works
Cashier's Office
900 South Fremont Avenue
Alhambra, CA 91803
Telephone: 626-458-6959

The Contractor shall have a minimum of two readily accessible copies of each publication on the Contract site at all times plus any copies of applicable environmental mitigation plans.

Additional BMPs may be required as a result of a change in actual field conditions, contractor activities, or construction operation. When more than one BMP is listed under each specific BMP category, the Contractor shall select the appropriate and necessary number of BMPs within each category in order to achieve the BMP objective.

BMPs for Contractor activities shall be continuously implemented throughout the year and project time period. BMPs for erosion control and sedimentation shall be implemented during the period from October 15 to April 15, and whenever the National Weather Service Predicts rain within 24 hours. BMPs for erosion control and sedimentation shall also be implemented prior to the commencement of any Contractor activity or construction operation, which may produce run-off, and whenever run-off from other sources may occur.

The Agency (City), as a permittee thereto, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. The Agency will pass through to the Contractor any penalty assessed by these entities for each calendar day that the Contractor has not fully implemented the BMPs specified for the Contract and/or is otherwise in noncompliance with these provisions. In addition, the Agency will deduct, from the final payment due the Contractor, the total amount of any fines levied on the Agency, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

Payment for **Mobilization/Demobilization** shall be included in the **Lump Sum (LS) Price** bid and shall be considered full compensation for obtaining all business licenses and permits, as required for the entire project, from all related agencies, including, but not limited to, utility companies, private and public agencies and the City of Montebello; and complying with the requirements specified in those licenses and permits; coordination, field office facility, implementation of Best Management Practices, and incidentals necessary to perform all related items of work. Progress payments for this bid item shall be paid for in accordance with the completion percentage of the project to the Contractor and shall include the cost of such mobilization administration during the entire contract period and demobilization. No additional compensation will be allowed therefor. The sum total of this Bid Item shall not exceed 3% of the total of all other Bid Items.

Bid Item No. 2 – Traffic Control

Traffic Control, Traffic Control plan, construction signing and traffic maintenance shall comply with the provisions of Subsections 5-7, 600 and 601 of the Standard Specification, Subsection 56-2 of the Caltrans Standard Specifications, and the current requirements set forth in the "Manual of Traffic Controls for Construction and Maintenance Work Zones" published by the Department of Transportation, State of California, and Manual on Uniform Traffic Control Devices (CA-MUTCD), Latest Edition, by the Federal Highway Administration and California, the traffic control plans and these Special Provisions.

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

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

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

PUBLIC CONVENIENCE

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

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

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

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

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

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

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

PROTECTION OF WORK AND PUBLIC

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

CONSTRUCTION SIGNING

Construction signing shall consist of furnishing, installing, maintaining and removing construction signs and barricades as required by the "California Manual on Uniform Traffic Control Devices", CA-MUTCD. The traffic control system shall be installed on a road prior to starting work for that road and shall not be removed until all work has been completed on that road. Existing speed limit signs, which conflict with the work zone speed limit, shall be covered during the entire construction period. **Contractor shall include in his bid the cost of installing electronic message boards as requested by the traffic manual and the City, the City's request shall override the traffic manual requirement for electronic message boards.**

TRAFFIC MAINTENANCE

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

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

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

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

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

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

The traffic control plan shall be approved by the City of Montebello prior to beginning any removals. Traffic control plan for Lincoln Ave shall be prepared and stamped by a civil or traffic engineer.

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

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

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

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

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

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

TEMPORARY GUIDE MARKERS

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

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

PORTABLE DELINEATORS

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

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

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

	Dry Reflective Value		
Angle of Incidence	4º	5º	30º
White	250	165	50
Yellow	10	110	50

All tests for reflective values shall be performed in accordance with California Test Method No. 642.

The portable delineators shall be spaced as necessary for proper delineation; however, in no case shall the spacing between portable delineators exceed thirty (30) feet on tangents or twenty (20) feet on curves.

FLUORESCENT TRAFFIC CONES

Provide lighted flashers and lighting for night time. Traffic cones shall be fluorescent new or reconditioned and of good commercial quality, flexible material suitable for the purpose intended. The outer section of the portion above the base of the once shall be highly pigmented fluorescent orange polyvinyl compound. The overall height of the cone shall be anchored in a manner such that the traffic cone will remain in an upright position. Lighted flashers and lighting shall be provided additionally for nighttime.
The fluorescent traffic cones shall be spaced as necessary for proper delineation; however, in no case shall the spacing between fluorescent cones exceed thirty (30) feet on tangents or twenty (20) feet on curves.

STRIPING

Temporary striping and marking which has no further use shall be removed by wet sandblasting, and all sand used in sandblasting shall be removed without delay as the sandblasting operation progresses.

RESTRICTIONS ON CLOSURE OF STREETS AND TRAFFIC LANES

The Contractor shall conduct all operations so as to provide access to the adjoining properties and have no greater length or quantity of work under construction that can be properly prosecuted with a minimum of inconvenience to the public.

The Contractor shall construct temporary A.C. ramps or equal to provide safe and drivable access to residents and business properties daily.

The Contractor shall coordinate all shipments and deliveries to businesses. If steel plates are required, they shall be provided by the Contractor at no additional cost to the City.

The Contractor shall be responsible for furnishing, placing and maintaining barricades and lights as necessary to protect the public from danger due to the work being done.

No additional amounts shall be paid for erosion control, erosion damage clean-up, and removal of debris from the project site, NPDES requirements, or removal of soil deposited on public streets by construction traffic.

Payment for **Traffic Control** shall be included in the **Lump Sum (LS) Price** bid and shall be considered full compensation for providing and maintaining safe traffic control including all temporary signs, striping and delineation, preparing and providing traffic control plan during the project, obtaining all approvals and permits, as required, from all related agencies, including, but not limited to, public agencies and the City of Montebello; and complying with the requirements specified in those licenses and permits, coordination, field office facility; and incidentals necessary to perform all related items of work.

Bid Item No. 3 – Cold Mill Existing AC Pavement 2" Depth

The following is applicable for all cold milling. Cold milling shall conform to the provisions of Section 404 of the Standard Specifications for Public Works Construction. The Contractor shall cold mill existing asphalt concrete (AC) pavement to the depth required for the placement of new pavement as shown on the Plans and as directed in the field by the Engineer. All work shall be completed in accordance with lines and grades, and typical cross-sections shown on the drawings. Any extra cold milling beyond the shown limits shall be at the Contractor's expense.

All existing asphalt concrete (AC) pavement to join new construction shall be sawcut in a straight line. Contractor shall exercise due caution to avoid any damage to existing improvements,

protecting in-place of existing water mains, sewers, storm drains, meters, valve covers, wall, fences, curbs, fire hydrants, telephone and power poles, and other existing structures.

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

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

During the cold milling operation, the Contractor shall remove all loosened materials from milled areas, haul away and dispose of them at a legal site and submit evidence of the proper disposal to the City of Montebello. The Contractor shall abate dust nuisance by cleaning, sweeping, and sprinkling with recycled water (if available) or other means as necessary.

Any petromat found during grinding shall be removed by scraping and by burning it with a torch.

A 72" diameter MWD watermain crosses Lincoln between Vail Avenue and 18th Street. The Contractor shall strictly follow all guidelines provided by MWD while grinding AC over MWD easement.

The Contractor shall include the additional costs of following MWD guidelines in the unit bid price for cold milling AC.

The Contractor shall be responsible to assume the cost of removing, hauling, recycling and any other incidental of any petromat/fabric found during grinding operation and no adjustment on the Bid price shall be made. Also, the Contractor shall remove all asphalt residuals along existing gutter.

Crack Sealing (Not a Bid item)

After the completion of the cold milling operation, **¼" wide** cracks and larger shall be cleaned by hot air blowing to provide intact bonding surfaces which are free of moisture and debris. After the cracks have been properly cleaned, they shall be sprayed with an approved soil sterilant, and then filled with SS-1H asphaltic emulsion and sanded. Cracks and pop-outs **larger than 1" wide** shall be sealed with a D2-SC-800 stockpile mix.

Payment for Cold Milling of Existing Asphalt Concrete (AC) Pavement shall be paid for at the price bid per **Square Foot (SF)** and shall be considered full compensation for furnishing labor, materials, equipment, sawcutting, removals, hauling and disposal of asphalt concrete materials excavated or grinded, grade for the base, crack sealing, compaction and no additional compensation will be allowed therefore. Payment for the removal of Petromat fabric material shall be included in this bid item of work and no additional compensation will be allowed.

Bid Item No. 4 – Construct 2"-ARHM Overlay

Asphalt concrete surface course shall be Asphalt Rubber Hot Mix as shown on the plans, ARHM-GG-C, wet process, as specified in Section 203-11 and 302-9 of the Standard Specifications for Public Works Construction and shall conform to the following:

Composition and Grading shall be per Section 203-11.3 of the Standard Specifications for Public Works Construction. The Contractor shall submit a copy of the asphalt concrete mix design, a sample of the asphalt concrete, a sample of the aggregate, and a sample of the paving asphalt (AR or PG) to the City or its designated laboratory a minimum of two weeks prior to the start of construction.

A 72" diameter MWD watermain crosses Lincoln between Vail Avenue and 18th Street. The Contractor shall strictly follow all guidelines provided by MWD while paving AC over MWD easement.

The Contractor shall include the additional costs of following MWD guidelines in the unit bid price for paving AC.

The Contractor shall use a PG Asphalt Binder.

PG Asphalt binder shall conform to the following requirements:

1. Description

   Asphalt shall consist of refined petroleum or a mixture of refined liquid asphalt and refined solid asphalt, prepared from crude petroleum. Asphalt shall be:

   A. Free from residues caused by the artificial distillation of coal, coal tar, or paraffin.
   B. Free from water.
   C. Homogeneous.

2. Materials

   A. General

      The Contractor shall furnish asphalt in conformance with the State of California Department of Transportation (Caltrans) "Certification Program for Suppliers of Asphalt." Caltrans maintains the program requirements, procedures, and a list of approved suppliers at: http://www.dot.ca.gov/hq/esc/Translab/fpmcoc.htm.

      The Contractor shall ensure the safe transportation, storage, use, and disposal of asphalt.

      The Contractor shall prevent the formation of carbonized particles caused by overheating asphalt during manufacturing or construction.

   B. Grades

      Performance graded (PG) asphalt binder shall be PG 64-16 and conform to the following:

Performance Graded Asphalt Binder

Property	AASHTO Test Method	Specification Grade				
		PG 58-22 [a]	PG 64-10	PG 64-16	PG 64-28	PG 70-10
Original Binder						
Flash Point, Minimum ºC	T48	230	230	230	230	230
Solubility, Minimum % [b]	T44	99	99	99	99	99
Viscosity at 135ºC, [c] Maximum, Pa's	T316	3.0	3.0	3.0	3.0	3.0
Dynamic Shear, Test Temp. at 10 rad/s, ºC Minimum G*/sin(delta), kPa	T315	58 1.00	64 1.00	64 1.00	64 1.00	70 1.00
RTFO Test [e], Mass Loss, Maximum, %	T240	1.00	1.00	1.00	1.00	1.00
RTFO Test Aged Binder						
Dynamic Shear, Test Temp. at 10 rad/s, ºC Minimum G*/sin(delta), kPa	T315	58 2.20	64 2.20	64 2.20	64 2.20	70 2.20
Ductility at 25ºC Minimum, cm	T51	75	75	75	75	75
PAV [f] Aging, Temperature, ºC	R28	100	100	100	100	100
RTFO Test and PAV Aged Binder						
Dynamic Shear, Test Temp. at 10 rad/s, ºC Minimum G*sin(delta), kPa	T315	22 [d] 5000	31 [d] 5000	28 [d] 5000	22 [d] 5000	34 [d] 5000
Creep Stiffness, Test Temperature, ºC Maximum S-value, MPa Minimum M-value	T313	-12 300 0.300	0 300 0.300	-6 300 0.300	-18 300 0.300	0 300 0.300

Notes:

a. Recommended as asphalt rubber base stock for high mountain and high desert area.
b. The Engineer will waive this specification if the supplier is a Quality Supplier as defined by the Caltrans' "Certification Program for Suppliers of Asphalt."
c. The Engineer will waive this specification if the supplier certifies the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.
d. The Department will test the sample at 3ºC higher if it fails at the specified test temperature. G*sin(delta) shall remain 5000 kPa maximum.
e. "RTFO Test" means the asphaltic residue obtained using the Rolling Thin Film Oven Test, AASHTO Test Method T240 or ASTM Designation: D 2827.

f. “PAV” means Pressurized Aging Vessel.

C. Sampling

The Contractor shall provide a sampling device in the asphalt feed line connecting the plant storage tanks to the asphalt weighing system or spray bar. The sampling device shall be accessible between 600 and 750 mm above the platform. The Contractor shall provide a receptacle for flushing the sampling device.

The sampling device shall include a valve:

1) With a diameter between 10 and 20 mm.
2) Manufactured in a manner that a one-liter sample may be taken slowly at any time during plant operations.

3) Maintained in good condition.

The Contractor shall replace failed valves.

In the presence of the Engineer, the Contractor shall take 2 one-liter samples per operating day. The Contractor shall provide round friction top containers with one-liter capacity for storing samples.

D. Applying Asphalt

Unless otherwise specified, the Contractor shall heat and apply asphalt in conformance with the provisions in Caltrans Standard Specifications Section 93, “Liquid Asphalts.” The Contractor shall apply paving asphalt at a temperature between 120º and 190ºC. The Engineer will determine the exact temperature of paving asphalt.

The Contractor shall make modifications to the proposed mix design as required by the City or its designated laboratory to insure that the proposed asphalt concrete mix will meet the minimum stability ("S") values. No asphalt concrete shall be placed until such time as the City has tested and approved the Contractor's proposed asphalt concrete mix design. Aggregate produced from slag resulting from any steel-making process or from air-cooled iron blast furnace slag shall not be used on this project.

Asphalt concrete shall be placed with paving machine equipped with a “Preco” attachment or similar device for use in obtaining constant cross-slope and maximum joint quality.

The Contractor shall place the ARHM a maximum of 48 hours after the commencement of all edge grinding operations during any stage of the work for this project.

Apply SS-1H tack coat at a rate not to exceed one-tenth (1/10) gallon per square yard uniformly in one coat on all vertical joins of AC patching and P.C.C. surfaces and edges against which ARHM is to be placed. Diesel fuel shall not be used for cleaning purposed within the limits of this project.

Distribution and spreading shall conform to 302-5.5 except that at the time of delivery to the work site, the temperature of the ARHM-GG shall be 300°F minimum to 325°F maximum. At the discretion of the Owner's Representative, this maximum temperature may be raised to 350°F during cold climatic conditions. Atmospheric temperature shall be 50°F and rising or as approved by the agency's representative.
The Contractor shall utilize a paving machine equipped with an automatic adjusting screed, which is actuated by a 30-foot "ski", for the entire ARHM-GG overlay.

ARHM-GG shall not be placed in lifts that exceed four (4) inches in thickness. Breakdown compaction shall be performed with a two-axle or three-axle tandem or three-wheel roller weighing not less than 12 tons for all ARHM-GG lift thickness of four (4) inches or less. Breakdown compaction shall be performed with a vibratory roller weighing not less than 12 tons for all ARHM-GG lift thickness between two (2) and four (4) inches. When more than one layer of ARHM-GG is required, the layers shall be of equal thickness.

ARHM-GG shall be thoroughly compacted by rolling. The number of rollers necessary will be established in accordance with Section 302-5.6.1 of the Greenbook Specifications. All compacted ARHM-GG shall have a relative compaction of not less than 95 percent in accordance with Section 302-5.6.2 of the Greenbook Specifications.

Rolling along a joint shall be such that the widest part of the roller is on the hot side of the joint. Join lines between successive runs shall be within 6 inches of lane lines or a minimum of 12 feet outside of the outer most lane line.

Lots consisting of 500 tons will be established for ARHM-GG areas to be tested. The City or its designated laboratory shall perform density testing utilizing a properly calibrated nuclear asphalt-testing device. The City shall pay for all initial testing and a reasonable amount of retesting utilizing the nuclear asphalt-testing device. If the test results for any lot of ARHM-GG indicate that the relative compaction is below 95 percent the Contractor will be advised that he is not attaining the required relative compaction and that his materials or his procedures, or both, need adjustment. ARHM-GG spreading operations shall not continue until the Contractor has notified the Engineer of the adjustment that will be made in order to meet the required compaction. Core testing of areas not meeting the 95 percent requirement will be conducted by the City's designated lab. Any and all testing beyond the initial core testing will be at the sole expense of the Contractor.

If the test results for any lot of ARHM-GG continue to indicate that the relative compaction is less than 95 percent after adjustments have been made, the ARHM-GG represented by that lot may be required to be removed and replaced at the Contractor's expense and the Contractor shall suspend all further paving operations until the Contractor can demonstrate to the City that relative compactions of 95 percent can be obtained.

The City's designated laboratory will obtain samples of the ARHM-GG from each lot to perform extraction tests to insure the proper aggregate gradation and asphalt content is being supplied in accordance with the approved ARHM-GG mix design. If the test results for any lot of ARHM-GG indicate that the ARHM-GG does not meet the requirements of the approved mix design the

Contractor will be advised that he is not attaining the required composition and grading and that his materials need adjustment. ARHM-GG spreading operations shall not continue until the Contractor has notified the Engineer of the adjustment that will be made in order to meet the approved mix design. If the test results for any lot of ARHM-GG continue to indicate that the composition and grading does not conform to the approved mix design after adjustments have been made, the ARHM-GG represented by that lot shall be removed and replaced at the Contractor's expense and the Contractor shall suspend all further paving operations until the Contractor can demonstrate to the City that the ARHM-GG is in accordance with the approved mix design.

The Contractor shall provide for adequate quality control measures to insure that delivery of asphalt rubber shall be neither too slow nor too fast to prevent stopping of the paving operation and/or cooling of the asphalt rubber material. Material delivery scheduling and handling is critical to provide for optimum compaction opportunity and maximize ride quality performance.

Rock dust blotter material shall be required immediately after the completion of the "finish rolling" and prior to opening to traffic to prevent bleeding and tracking of the asphalt rubber material.

Rock dust blotter shall be per Section 200-1.2 of the Standard Specifications and shall be uniformly applied using a mechanical spreader, which distributes uniformly at a rate of approximately three pounds per square yard. Compaction rollers shall not be allowed on the rock dust covered pavement surfaces. All excess rock dust blotter shall be removed from the street at the end of each workday. The removal of the rock dust blotter shall include removal from adjacent streets as needed. No excess rock dust blotter shall be left on any street after normal work hours. The cost of this application will be included into the contract unit price bid for ARHM.

Measurement

The quantities of the asphalt rubber hot mix (ARHM) to be paid for will be measured by the actual tonnage (ton) of material and no additional compensation will be allowed therefor. The Contractor shall furnish to the City of Montebello at the time of delivery of the material on the job site a legible copy of a licensed weighmater's certificate showing gross, tare, and net weights of each truckload of asphalt concrete mixture.

Tack Coat (Not a Bid item)

Existing concrete gutter and curb faces shall be protected against disfigurement from the asphalt. Residue of the material shall be removed from gutter and curb faces by sandblasting to the extent required by the Engineer.
The tack coat shall be applied as specified in Subsection 302-5.8 of the Standard Specifications and these Special Provisions. The Engineer will determine if the pavement is sufficiently dry for the application of the tack coat. Tack coat shall not be applied when the temperature of the surface to be tacked is below 40 degrees F in the shade.

No separate measurement and payment will be made for tack coat. Payment shall be included in the contract unit price for ARHM-GG Pavement.

Payment for **Construction of ARHM Overlay**, shall conform to the provisions of Subsection 302-5.9 of the Standard Specifications for Public Works Construction. All the requirements stated above shall be included in the unit price bid per **TON.** The contract unit price per ton shall include full compensation for all surface preparation furnishing all labor, materials, tools, equipment, removals, disposal, certified weigh tickets, and incidentals and for doing all the work involved, including furnishing, applying and cleaning up excess rock dust blotter. The City will not compensate the Contractor for any additional costs incurred by change or lack of availability of asphalt binders. Temporary surface work where required for traffic control or other purposes shall be considered included in the price bid for Traffic Control and no additional compensation will be allowed.

Bid Item No.'s 5 and 6 Adjust Existing Storm Drain/Sewer/Utility Manhole Frames and Covers to Finished Grade

This Bid Item shall include all labor, equipment and materials to adjust existing sewer/storm drain/utility manhole/vault frames and covers within the project limits to match finished grade if required. The work shall be performed in accordance with Section 403 of the Standard Specifications for Public Works Construction and per Standard Plans for Public Works Construction.

All existing covers that can be lowered and raised shall be lowered **prior** to cold milling/removal and adjusted to finished grade by the Contractor or by the Utility Owner for the Contractor. For utility frames and covers under the jurisdiction of Verizon, AT&T, Edison, Los Angeles County Flood Control District, Los Angeles County Sanitation Districts, and County Sewer Maintenance Districts, the Contractor shall contact these organizations to arrange for adjustment of their respective facilities a **minimum** of **seven (7) working days prior** to cold milling/paving operations in accordance with **Section 403-3** of the Standard Specifications.

The adjustment of existing manholes/vaults to finished grade shall be performed after finish paving. The removal or addition of grade rings shall be required to facilitate adjustment. Frame and covers shall be thoroughly cleaned and reset to finished grade by cutting pavement one foot outside the limits of the frame and cover. Said cut shall be neat and uniform.

Payment for **Adjustment Storm Drain/Sewer/Utility Manhole Frames and Covers to Finished Grade** shall be paid for at the contract unit price per **Each (EA)** and shall be considered full compensation for labor and furnishing and placing all forms, materials, construction and expansion joints, curing compounds and equipment to complete the construction is considered as included in the price paid, and no additional compensation will be allowed therefor. Where the manhole frame and cover is performed by the utility owner, no compensation will be made to Contractor.

Bid Item No. 7 – Adjust Existing Water Valve Cover and Frame to Finish Grade

The work under this item consists of marking the locations of all water valve cans, frames and covers and adjusting these covers to finished grade. Although the plans show approximate locations of water valve covers shown by "W" Contractor shall be responsible for discovering and

marking the locations of the valve covers accurately. Contractor shall be responsible for adjusting these frames and covers to grade Contractor shall exercise extreme care when adjusting these covers. Paving over valve covers could result in water main leaks not being controlled by city crews not being able to locate the valve covers in a timely manner for shutting leaking water mains. This situation could result in flooding conditions for businesses and residences in the vicinity of the project.

There are 4 major water purveyors in the City, please see attached color coded map at the end of these specifications. Contractor to coordinate with the various private water companies at obtaining final approval from these companies for the adjusting to grade of water valve covers.

The work under this item shall be paid for **Each (EA)** valve adjusted to grade and no other compensation will be allowed.

Bid Item No. 8 – Furnish and Install Traffic Signal Loop Detectors and Connect to DLC for Lincoln Ave

All equipment, materials, and components for traffic detector loops and the installation thereof, shall conform to the latest edition of the Caltrans Standard Plans and Standard Specifications, Section 86-1.02F(2)(c), 'Inductive Loop Conductor", latest edition, except as noted in the Special Provisions and on the plans. These plans and specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from Caltrans, District 7 office at 100 S. Main Street, Los Angeles, CA 90012 or the State Offices of Caltrans at 1900 Royal Oaks Drive, Sacramento, CA 95815 (916) 455-3520.

Traffic Signal Loop Detectors shall be Type E (6' diameter) or Type Q (6' length) per Caltrans Standard Plans ES-5A and ES-5B.

Contractor, as directed by City Engineer, shall remove existing loops and cut in new loops in AC areas.

Residue resulting from slot cutting/cleaning operations shall not be permitted to flow across shoulders or lanes occupied by public traffic and shall be removed from the pavement surface.

Contractor shall obtain approval from the City Engineer for exact location of new loop detector prior to final placement. Perform preliminary striping layout prior to loop detector layout.

The Contractor shall test the new detectors with a motor driven cycle, as defined in the California Vehicle Code, that is licensed for street use by the Department of Motor Vehicles. The unladed weight of the vehicle shall not exceed 220 pounds, and the engine displacement shall not exceed 100 cubic centimeters. Special features, components, or vehicles designed to activate the detector will not be permitted. The Contractor shall provide an operator who shall drive the motor driven cycle through the response or detection area of the detector at not less than three (3) miles per hour or more than seven (7) miles per hour. The detector sensor unit shall provide the required output in response to this test.

Payment for **Furnishing and Installing Traffic Signal Loop Detectors and Connect to DLC**

shall be at the contract unit price per **Lump Sum (LS)** basis installed complete and operational and shall be considered full compensation for furnishing all labor, tools, equipment, materials, coordination and incidentals, and for doing all the work involved in furnishing, installing, removals, salvaging, filling, traffic detector loops and appurtenances, providing temporary modifications to traffic signal system during construction as required, restoration work, operationally complete in place, as shown on plans, and as specified in the special provisions, and as directed by the City Engineer.

Bid Item No. 8 for SB1 and No. 9 for Lincoln Ave – Pavement, Striping, Markings,

Traffic Signing, Striping, Markings, and curb painting as shown on Contract Drawings shall conform to the Standard Specifications of the State of California (latest edition), Department of Transportation, Sections No. 81, 82 and 84 CALTRANS) and also as modified below.

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

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

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

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

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

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

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

Thermoplastic Pavement striping and markings are per Caltrans Standard Plans.

ALL EXISTING PAVEMENT STRIPING AND MARKINGS SHALL BE REPLACED WITH THERMOPLASTICS PAVEMENT STRIPING AND MARKINGS, REGARDLESS IF SUCH MARKINGS AND CENTERLINE STRIPING WERE THERMOPLASTICS OR CONVENTIONAL.

Markings, as used in these Specifications, include both lines and miscellaneous markings applied

to the pavement surface, painting of red curb and the installation of raised pavement markers. Materials and installation for painted and raised pavement markers shall conform to Section 81 and 84 of Caltrans Standard Specifications, current edition.

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

Place Raised Blue Reflective for Fire Hydrant

Two-Way Blue Reflective Fire Hydrant Raised Pavement Markers installation as shown on Contract Drawings are a part of this item and shall conform to the Standard Specification Sections

314-3.1 and 314-5.1 to 314-5.5 and shall be in accordance with the Caltrans Traffic Manual Section 81 "Markings" for each fire hydrant.

Place Reflective Raised Pavement Markers to Supplement Crosswalk Striping

One-Way Reflective Pavement Markers shall be used to supplement ladder bar stripes where additional visibility is needed at night, such as a poorly lit street. Use clear Type G RPM's for a white crosswalk, and yellow Type H for a yellow crosswalk.

New Sign Installation

New traffic signs installation is part of this item and shall be installed on steel posts as shown on the Contract Drawings and shall conform to the Standard Specifications of the State of California (latest edition), Department of Transportation, Section No. 56 (CALTRANS).

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

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

No signs shall be installed on traffic signal poles, unless otherwise shown on the plans or as directed by the City Engineer. Contractor shall remove, replace, or install signs mounted on traffic signal mast arms as directed by the City Engineer.

All signs placed within the public right-of-way shall be installed using the following guidelines:

No signs shall be placed on wood poles at any time.

Larger (wide) signs shall be mounted on top of a sign combination.

No sign shall have an outside edge closer than one foot (1') to the back of the curb.
Bottom of sign shall be at seven-foot (7') minimum over sidewalk.

Sign panel facing shall be perpendicular to approaching traffic unless otherwise specified by the

Engineer.

Sign post shall be 12 feet channel type.

Signs shall be mounted on posts in a good workmanship manner using metal hardware suitable for the type of installation made.

Installation materials shall be of stainless steel and theft proof.

Signs shall be kept a minimum distance of fifteen feet (15') in from of trees, power poles, etc. Signs shall be kept far away from trees so that tree growth will not obstruct the visibility of the traffic sign.

The contractor shall obtain approval from the City Engineer for the location of any signs that may be unclear or questionable.

Sign posts shall be installed eighteen inches (18") behind curb face. Sign posts installed within the sidewalk must maintain a minimum of four-feet (4') horizontal clearance for pedestrians.

All signs shall be standard size and reflectorized color as specified in the California Manual on Uniform Traffic Control Devices (California MUTCD) latest edition, unless otherwise shown on the plans.

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

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

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

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

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

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

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

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

Sign Placement:

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

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

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

Cost for furnishing and Installation of Public Improvement Project Signs shall be included hall include full compensation for all labor, materials, tools, equipment, and for doing all work involved, including delivery of the sign to the Public Works Facility at the end of the project and filling the ground 2" holes in kind.

Bid Item No. 9 for SB1 and No. 10 for Lincoln Ave – Construction Survey, Staking, Re-establish Survey Monuments and Centerline Ties

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

It is the Contractor's responsibility to Re-establish Survey Monuments and Centerline ties as disturbed in the field and shall conform to Standard Specification for Public Works Construction Section 309 and as modified below. All work done on monuments shall be recorded and copies

thereof filed with the City of Montebello Engineer and the County Surveyor. This work will include all reestablishment of all monuments that are disturbed through the course of completing this project.

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

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

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

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

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

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

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

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

points as necessary due to construction activity. The Contractor shall notify the City of Montebello of any discrepancies discovered and resolve prior to starting any work.

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

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

Control datum for survey may be indicated on Contract Drawings. Contractor shall locate and protect, or replace survey control and reference points, preserve permanent reference points during construction and provide record of survey for replacement at record monument. The Contractor shall report to the City of Montebello loss or destruction of any reference point or relocation required because of changes in grades or other reasons and replace dislocated survey control points based on original survey control. There will be no changes without prior written notice to the City of Montebello.
The City at the discretion of the Public Works Director may retain 20% of the payment under this item until such time the new survey documents are recorded with the LA County Recorder’s Office.

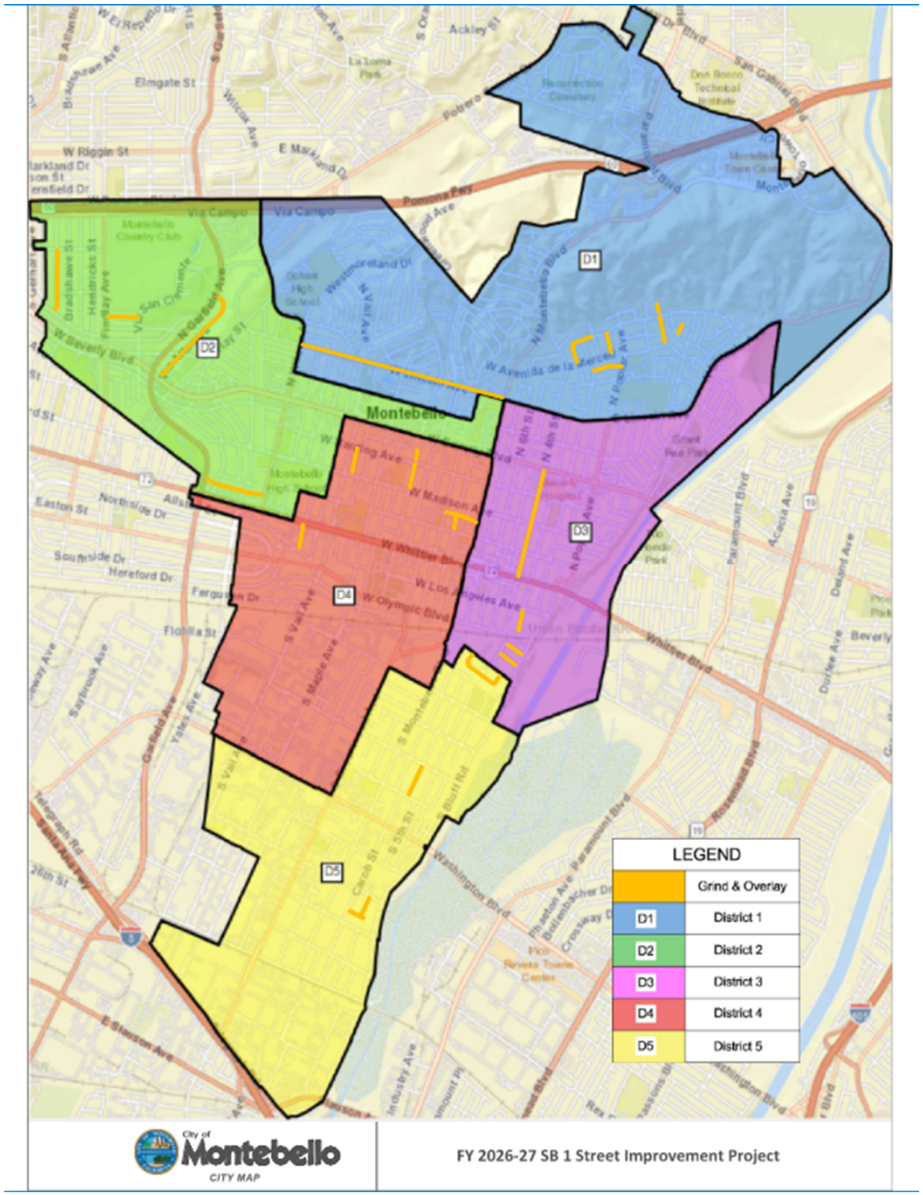
Payment for **Construction Survey, Staking, Re-establish Survey Monuments and Centerline Ties** shall be paid for at the contract unit price per **Lump Sum (LS)** and shall be considered full compensation for furnishing labor, materials, equipment and removal after construction, and no additional compensation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

APPENDIX "A"

LIST OF STANDARD PLANS

SB1 2026-2027 (PART A)				
#	STREET	FROM	TO	DISTRICT
1	RAYWOOD PL	AZALEA DR	END	1
2	HIBISCUS ST	AVENIDA DE LA MERCED	END	1
3	BALANDA DR	POPLAR AVE	2ND ST	1
4	N. DONER DR	LOS AMIGOS AVE	AVENIDA DE LA MERCED	1
5	N. 3RD ST	AVENIDA DE LA MERCED	LOS AMIGOS AVE	1
6	VIA ALTAMIRA	BEVERLY BLVD	GARFIELD AVE	2
7	REPETTO AVE	N. GARFIELD AVE	END	2
8	KEENAN ST	VIA SAN DELARRO	DEWAR AVE	2
9	VIA BREVE	VIA SAN CLEMENTE	FINDLAY AVE	2
10	4TH ST	WHITTIER BLVD	BEVERLY BLVD	3
11	3RD ST	LOS ANGELES AVE	OLYMPIC LN	3
12	MOUNTAIN VIEW AVE	BLUFF RD	4TH ST	3
13	GIVEN PL	BLUFF RD	4TH ST	3
14	TAYLOR AVE	HARDING AVE	END	4
15	RUBIDOUX ST	MADISON AVE	HARDING AVE	4
16	TAYLOR AVE	MADISON AVE	HARDING AVE	4
17	19TH ST	WHITTIER BLVD	MEDFORD ST	4
18	SPRUCE ST	CLEVELAND AVE	PALM DR	4
19	PALM DR	N. 10TH ST	N. MONTEBELLO BLVD	4
20	ALLIS DR	END	CAROB WY	5
21	5TH ST	DATE ST	ALLIS DR	5
22	3RD ST	ROOSEVELT AVE	LOHART AVE	5
23	5TH ST	BEACH ST	JACMAR DR	5
24	CL CINCO	ROOSEVELT AVE	LOHART AVE	5
25	LOHART AVE	3RD ST	CL CINCO	5

SB1 2026-2027 (PART B)				
#	STREET	FROM	TO	DISTRICT
1	LINCOLN AVE	N. WILCOX AVE	N. MONTEBELLO BLVD	1



NOTES:

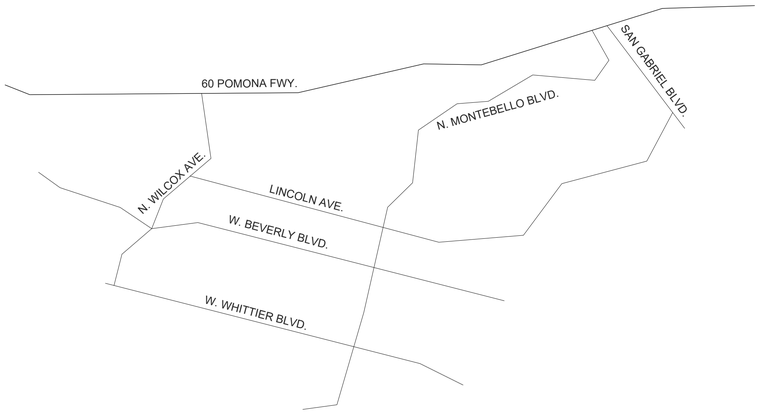
1. THESE STRIPING PLANS WERE BASED ON GOOGLE MAPS. CONTRACTOR TO CONDUCT THEIR OWN SURVEY TO DETERMINE THE EXACT LOCATIONS OF PAVEMENT MARKINGS AND STRIPING.

2. CONTRACTOR TO REPLACE ALL STRIPING AND PAVEMENT MARKINGS WITH THERMOPLASTIC FROM N. WILCOX AVE. TO MONTEBELLO BLVD. EXCEPT FOR A SECTION NEAR MONTEBELLO BLVD.

3. THERE ARE 2 AREAS WHERE THE STREET HAS ALREADY BEEN PAVED. CONTRACTOR TO JOIN THOSE AREAS.

CITY OF MONTEBELLO
STREET IMPROVEMENT PROJECT

LINCOLN AVE. STRIPING PLAN



VICINITY MAP
N.T.S.

CITY OF MONTEBELLO

LINCOLN AVE. **STRIPING PLAN**

Sheet 1 of 5

2

RE-STRIPE YELLOW SAFTEY CROSSWALK
ON 4 LEGS OF THE INTERSECTION

JOIN A/C

2124 2120 2116 2112 2108 2104 2100 2012 2008

LINCOLN AVE.

2205 2201

JOIN A/C

GRIND AC AND OVERLAY
INTERSECTIONS WITH
2" AC TO CURB RETURNS

N WILCOX AVE.

684 2121 2117

JOIN A/C PAVEMENT
AT CURB RETURNS

① 633

N 21ST ST.

632

2100 2012 2008 2004 2000

JOIN

1912 1908 1904 1900

JOIN
CROSS
GUTTER

1816

STOP

LINCOLN AVE.

STOP

N 21ST ST.

JOIN

632 2009 2001

N 20TH ST.

JOIN

646 ① 647

N 19TH ST.

JOIN

① DOUBLE SOILD YELLOW LINE WITH D TYPE RAISED MARKERS

NORTH
SCALE: NTS

CITY OF MONTEBELLO

LINCOLN AVE. STRIPING
FROM: N. WILCOX AVE.
TO: MONTEBELLO BLVD.

Sheet 2 of 5

3

JOIN
CROSS
GUTTER

1745 1741 1737 1718

1816 1812 1808 1804

STOP

XING PED

PED XING XING

LINCOLN AVE.

646 633 632

N 19TH ST.

N 18TH ST.

N VAIL AVE.

RESTRIPE WITH LADDER TYPE
WHITE LINE CROSSWALK

GRIND AND OVERLAY TO CURB RETURN

JOIN

1523 1705 1521 1519 1515 1513 1509 1505

RESTRIPE WITH LADDER TYPE
WHITE LINE CROSSWALK
THERMOPLASTIC

N MAPLE DR.

JOIN
GRIND AND
OVERLAY TO CURB RETURN

1415 1413

XING XING PED PED

LINCOLN AVE.

642 1615 1609 1605 1601 1517 1513 1507 645

644

N MAPLE AVE.

GRIND AND OVERLAY
TO CURB RETURN

JOIN
GRIND AND OVERLAY TO CURB RETURN

N VAIL AVE.

NORTH
SCALE: NTS

CITY OF MONTEBELLO

LINCOLN AVE. STRIPING
FROM: N. WILCOX AVE.
TO: MONTEBELLO BLVD.

Sheet 3 of 5

4

1505
N MAPLE DR.
JOIN
1415
1413
1411
1409
1407
1405
1311
1309
1307
1305
1303
N TAYLOR AVE.
JOIN
CROSS
GUTTER
700

LINCOLN AVE.
PED
PED
XING
XING

645
N MAPLE AVE.
JOIN
644
1425
1421
1417
1411
1405
1401
1327
1323
1319
1301
N TAYLOR AVE.

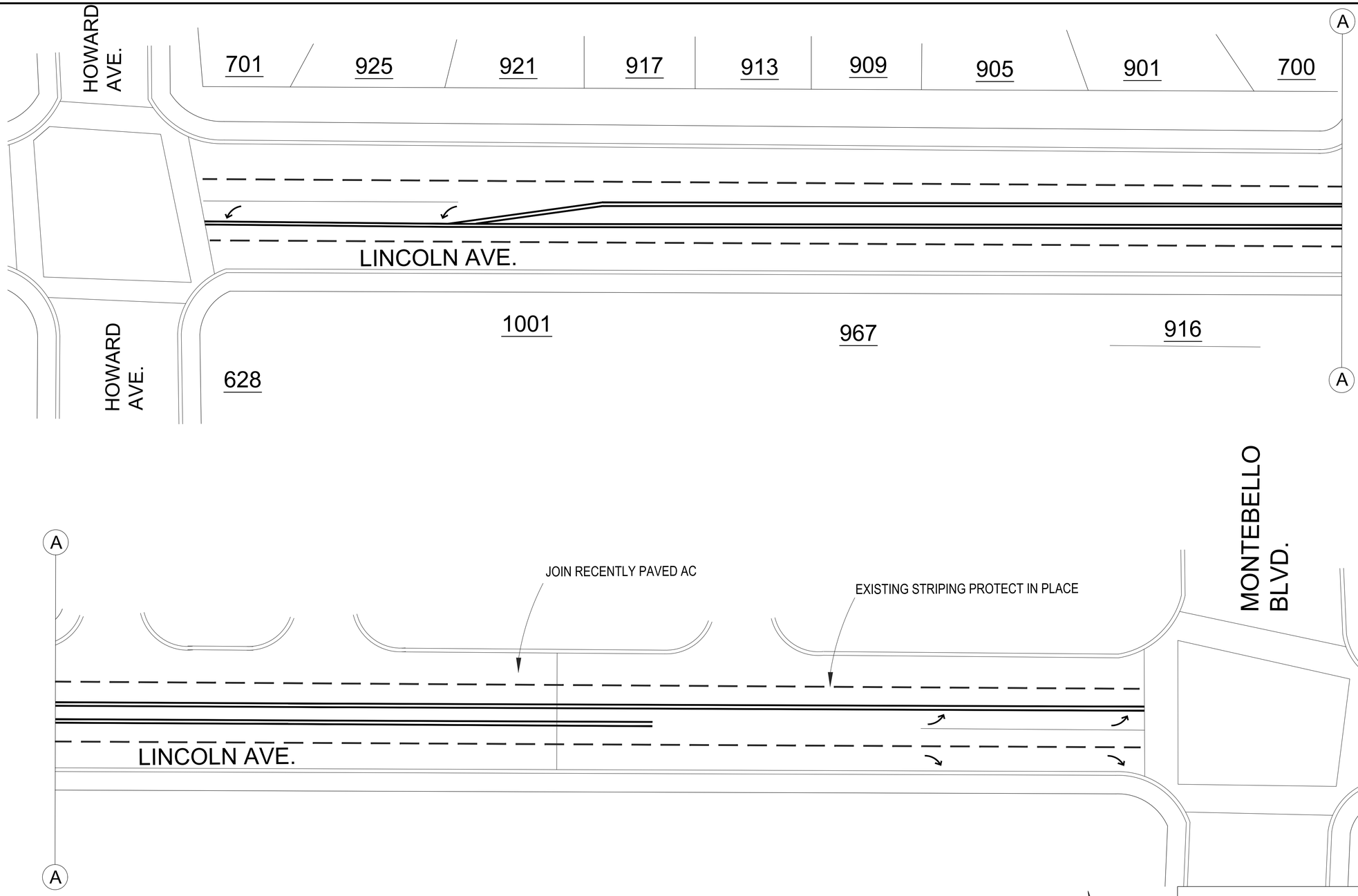
N TAYLOR AVE.
RESTRIPE WITH LADDER TYPE
WHITE LINE CROSSWALK
HOWARD AVE.
JOIN AC
GRIND AND OVERLAY TO CURB RETURN
700
705
701
701
925
XING
XING
PED
PED
LINCOLN AVE.
GRIND AND OVERLAY
TO CURB RETURN
628
HOWARD AVE.
JOIN
AC
N TAYLOR AVE.

NORTH
SCALE: NTS

CITY OF MONTEBELLO

LINCOLN AVE. STRIPING
FROM: N. WILCOX AVE.
TO: MONTEBELLO BLVD.

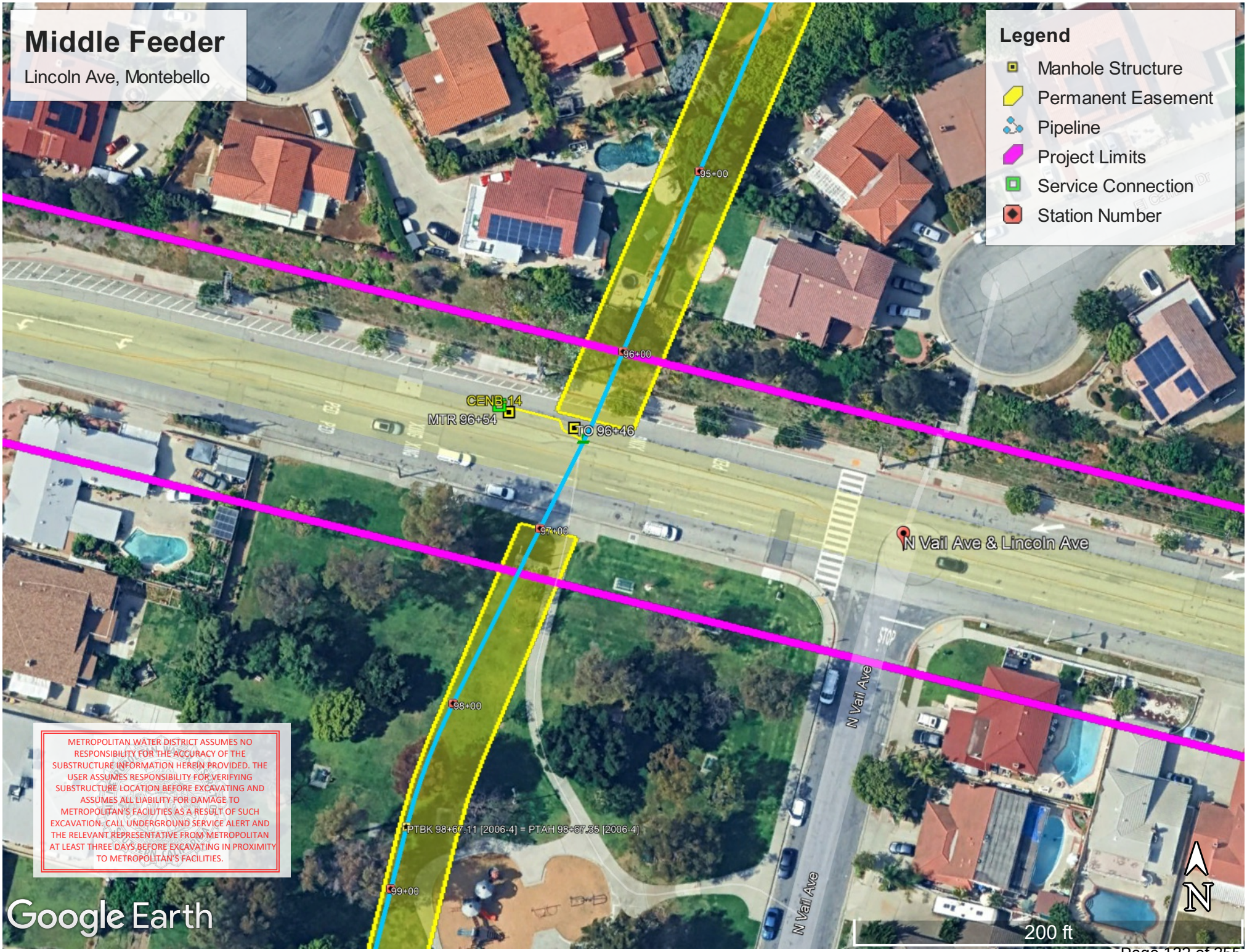
5

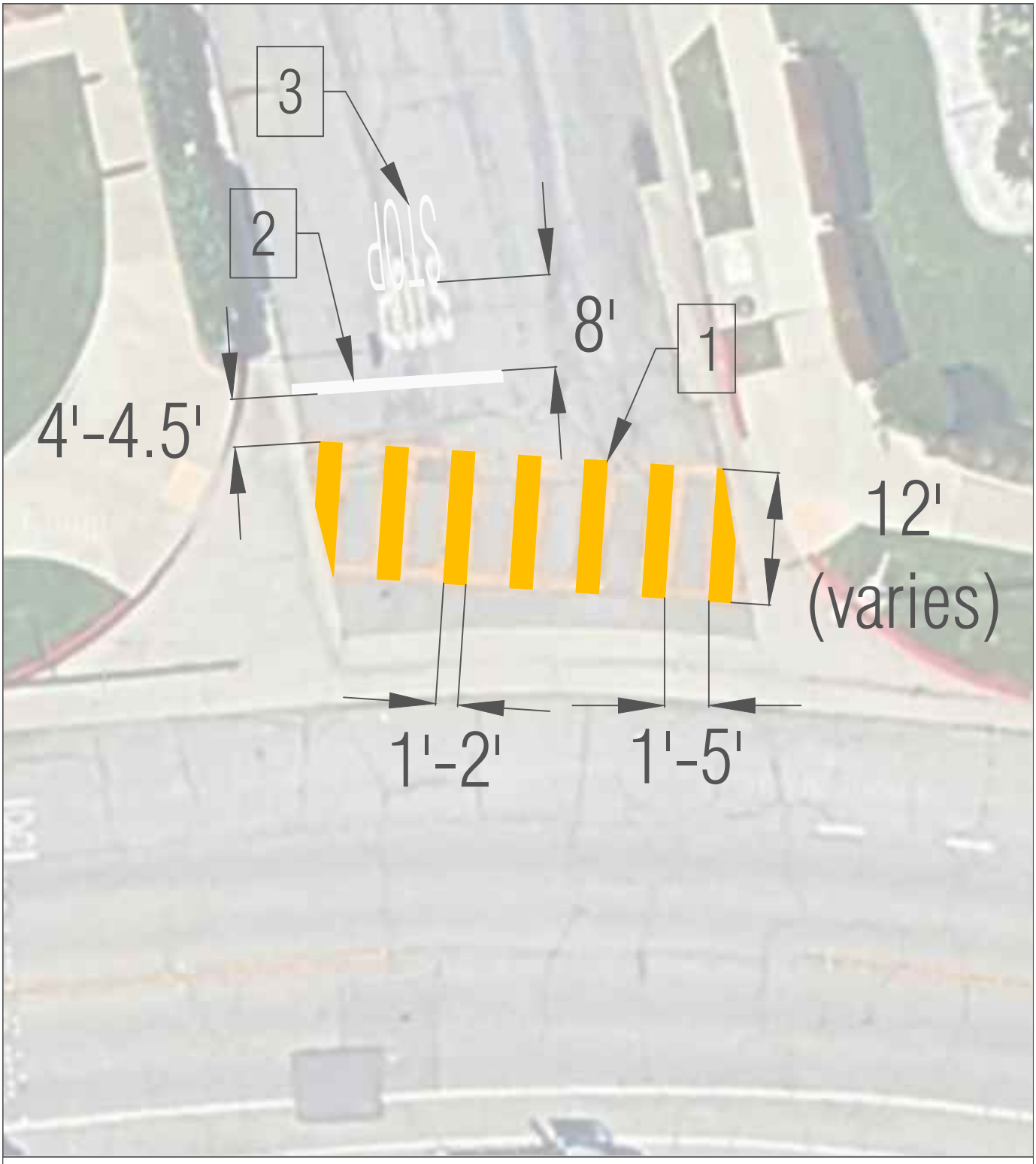


CITY OF MONTEBELLO

LINCOLN AVE. STRIPING
FROM: N. WILCOX AVE.
TO: MONTEBELLO BLVD.

Sheet 5 of 5


Middle Feeder
Lincoln Ave, Montebello
Legend
Manhole Structure
Permanent Easement
Pipeline
Project Limits
Service Connection
Station Number
95+00
96+00
CENB 14
MTR 96+54
TO 96+46
97+00
N Vail Ave & Lincoln Ave
98+00
N Vail Ave
N Vail Ave
PTBK 98+67.11 [2006-4] = PTAH 98+67.35 [2006-4]
99+00
METROPOLITAN WATER DISTRICT ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE SUBSTRUCTURE INFORMATION HEREIN PROVIDED. THE USER ASSUMES RESPONSIBILITY FOR VERIFYING SUBSTRUCTURE LOCATION BEFORE EXCAVATING AND ASSUMES ALL LIABILITY FOR DAMAGE TO METROPOLITAN'S FACILITIES AS A RESULT OF SUCH EXCAVATION. CALL UNDERGROUND SERVICE ALERT AND THE RELEVANT REPRESENTATIVE FROM METROPOLITAN AT LEAST THREE DAYS BEFORE EXCAVATING IN PROXIMITY TO METROPOLITAN'S FACILITIES.
Google Earth
N
200 ft



NOTES:

1. REPLACE LADDER CROSSWALK WITH THERMOPLASTIC CONTINENTAL CROSSWALK PER CALTRANS STD. PLAN A24F.
2. INSTALL THERMOPLASTIC STOP BAR PER CALTRANS STD. PLAN A24G AT CURB RETURN.
3. INSTALL THERMOPLASTIC "STOP" PAVEMENT LEGEND PER CALTRANS STD. PLAN A24D.

City of Montebello

CITYWIDE TYPICAL CROSSWALK & STOP SIGN MARKING DETAIL



NOTES:

1. REPLACE LADDER CROSSWALK WITH THERMOPLASTIC CONTINENTAL CROSSWALK PER CALTRANS STD. PLAN A24F.
2. INSTALL THERMOPLASTIC STOP BAR PER CALTRANS STD. PLAN A24G AT CURB RETURN.
3. INSTALL THERMOPLASTIC "STOP" PAVEMENT LEGEND PER CALTRANS STD. PLAN A24D.

City of Montebello

CITYWIDE TYPICAL CROSSWALK & STOP SIGN MARKING DETAIL

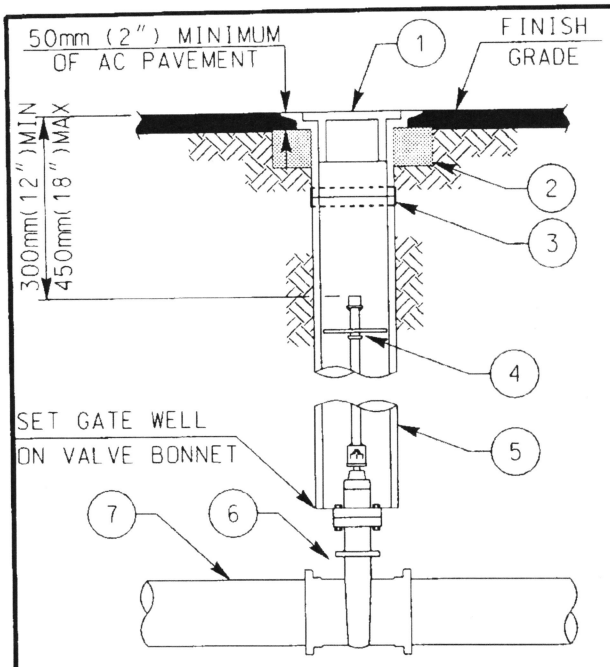


NOTES:

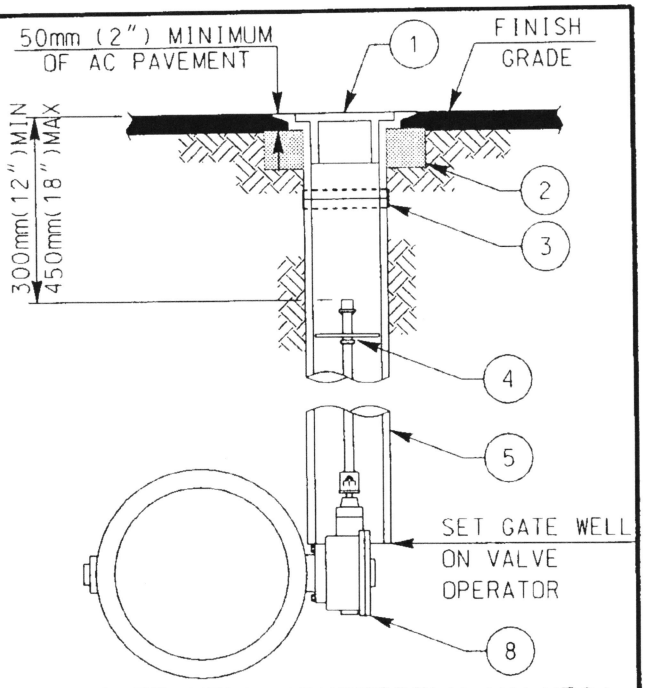
1. REPAINT THERMOPLASTIC STOP BAR PER CALTRANS STD. PLAN A24G AT CURB RETURN.
2. INSTALL THERMOPLASTIC "STOP" PAVEMENT LEGEND PER CALTRANS STD. PLAN A24D.

City of Montebello

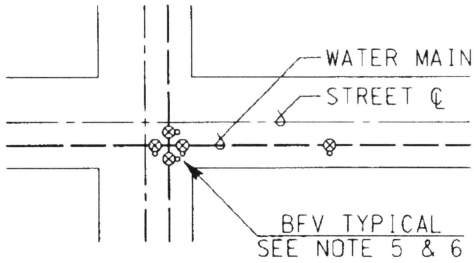
CITYWIDE TYPICAL STOP BAR & PAVEMENT LEGEND MARKING DETAIL



GATE WELL (GATE VALVES)



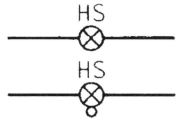
GATE WELL (BUTTERFLY VALVES)



BFV OPERATOR POSITION

NOTES:

1) REFER TO SECTION 15000 OF THE SPECIFICATIONS
2) VALVES DEEPER THAN 1.5m (5') REQUIRE A VALVE STEM EXTENSION
3) EXTENSION STEMS SHALL NOT BE ATTACHED/BOLTED TO OPERATING NUT
4) GATE WELL AND LID SHALL BE SET SO THAT NO MORE THAN TWO 25mm (1") ADJUSTMENT RINGS ARE USED
5) BFV OPERATORS TO BE LOCATED TO THE CURBLINE SIDE OF WATER MAIN
6) BFV'S INSTALLED AT CROSSES OR TEES REQUIRE A FLANGED DUCTILE IRON SPOOL TO BE INSTALLED BETWEEN THE FITTING AND VALVE IN ACCORDANCE WITH SECTION 15056 OF THE SPECIFICATIONS
7) GATE WELLS AND LIDS SHALL BE IDENTIFIED AS DESCRIBED ON WV-03
8) FOR INLINE VALVE ANCHOR BLOCK INSTALLATION SEE WT-02
9) MATERIALS SHALL BE SELECTED FROM THE APPROVED MATERIALS LIST



LEGEND ON PLANS

ITEM NO	SIZE AND DESCRIPTION	ITEM NO	SIZE AND DESCRIPTION
1	200mm (8") GATE WELL 2-PIECE MACHINED FRAME AND LID SEE NOTE 7	5	200mm (8") PVC CL200, C-900 PIPE x REQUIRED LENGTH GATE WELL SEE NOTE 7
2	150mm (6") HIGH x 150mm (6") WIDE	6	RESILIENT WEDGE GATE VALVE
	ASPHALT CONCRETE RING	7	WATER MAIN
3	CAULDER COUPLING	8	BUTTERFLY VALVE
4	VALVE STEM EXTENSION SEE NOTES 2 & 3		

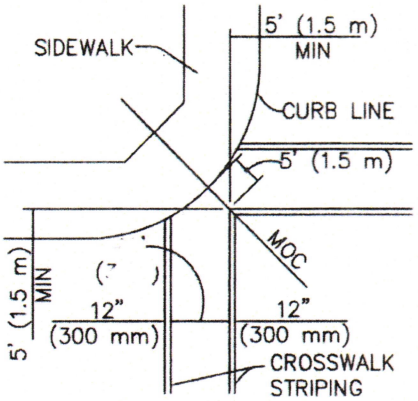
GATE WELL INSTALLATION, TYPE 2
FOR VALVES 100mm (4") AND LARGER

WATER AGENCIES STANDARDS

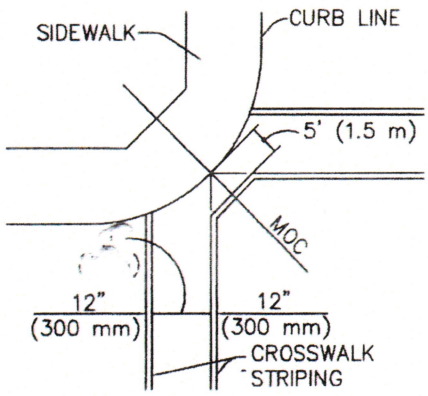
COMMITTEE APPROVAL: 11/01/2002

DRAWING NUMBER: WV-02

K:\WAS\Water\Updated11-1-02\wv02.dgn 10-OCT-2002 13:44



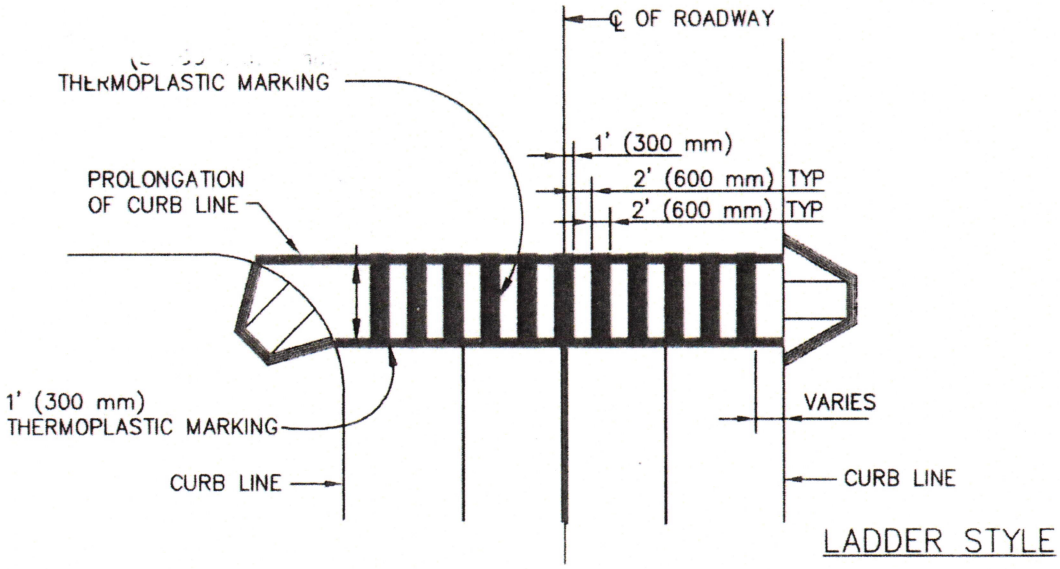
CASE I



CASE II

NOTES:

2. CASE II SHALL BE USED ONLY IF THE 5' (1.5 m) MINIMUM DIMENSION FOR CASE I CANNOT BE MAINTAINED.
3. CASE I SHALL BE USED WITH 90° DELTA AND 25' (7.5 m) OR GREATER CURB RETURN RADIUS.



LADDER STYLE

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION		
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 2011	**CROSSWALK STRIPING** USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN **174-0** SHEET 1 OF 1

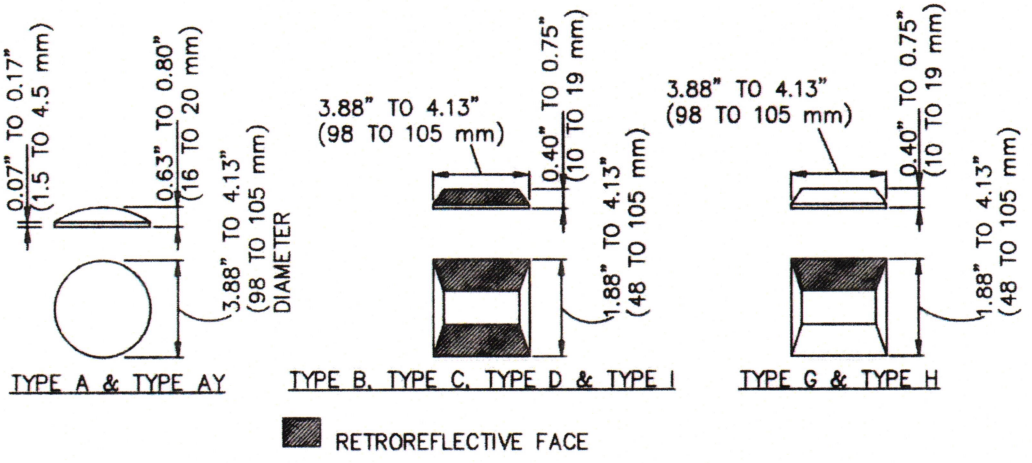
LEGEND

MARKERS

- TYPE A WHITE NON-REFLECTIVE
- TYPE AY YELLOW NON-REFLECTIVE
- TYPE B CLEAR TWO-WAY RETROREFLECTIVE
- TYPE RED / CLEAR RETROREFLECTIVE
- TYPE D YELLOW TWO-WAY RETROREFLECTIVE
- TYPE G CLEAR ONE-WAY RETROREFLECTIVE
- TYPE H YELLOW ONE-WAY RETROREFLECTIVE
- TYPE I BLUE TWO-WAY RETROREFLECTIVE

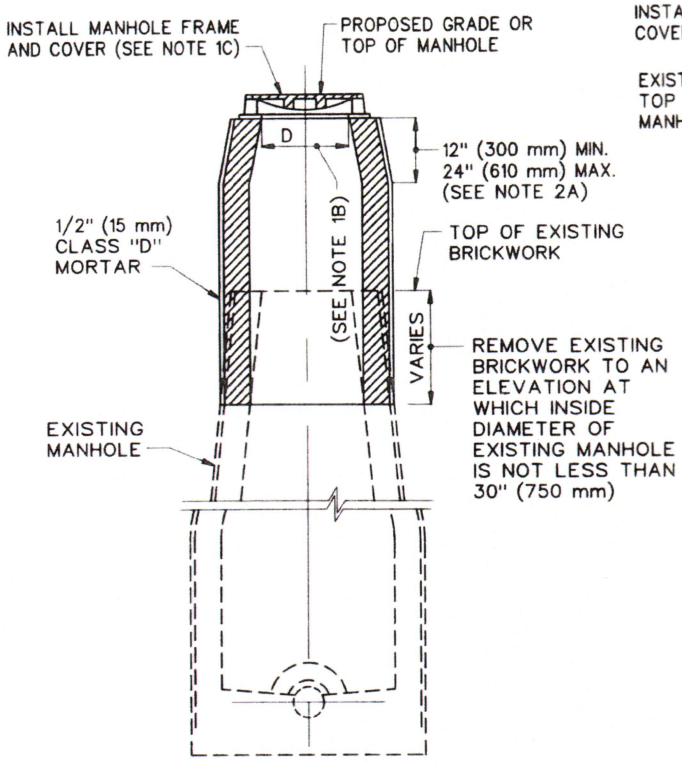
LINES

- 4" WHITE
- 4" YELLOW
- DIRECTION OF TRAVEL

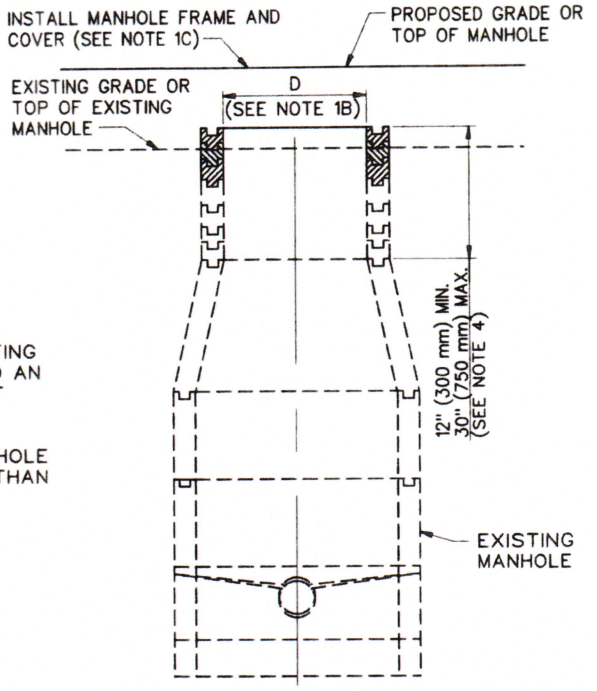


MARKER DETAILS

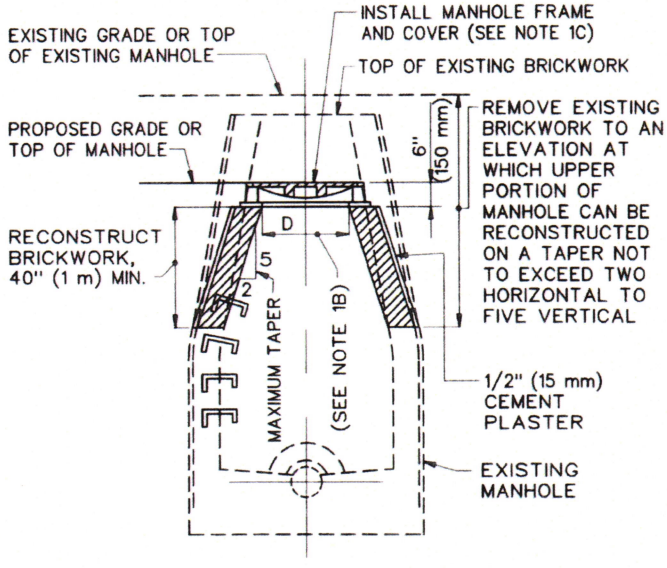
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
PAVEMENT MARKERS AND TRAFFIC LINES	**170-0**
	SHEET 3 OF 4



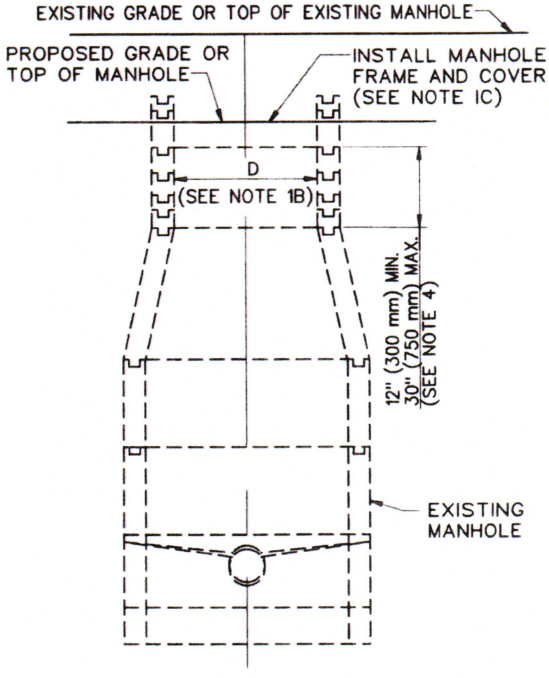
RAISING EXISTING BRICK MANHOLES



RAISING EXISTING PRECAST CONCRETE SEWER MANHOLES



LOWERING EXISTING BRICK MANHOLES



LOWERING EXISTING PRECAST CONCRETE SEWER MANHOLES

BRICK MANHOLES

PRECAST CONCRETE SEWER MANHOLES

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

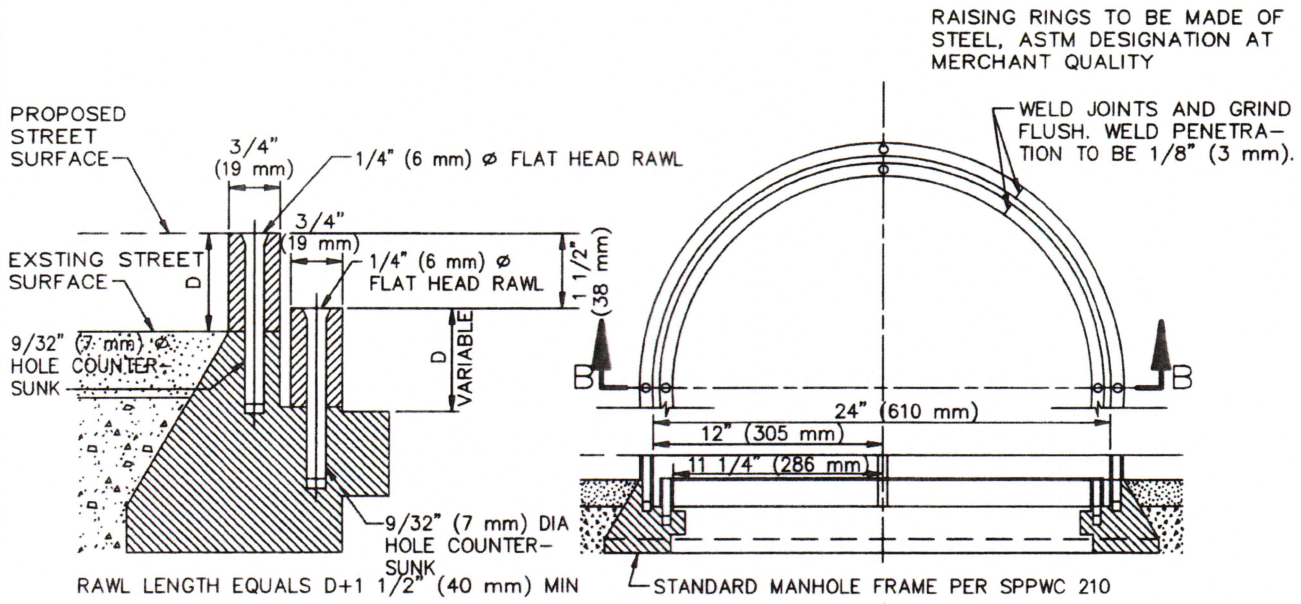
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1984 REV. 1996, 2009, 2021

SEWER MANHOLE ADJUSTMENT

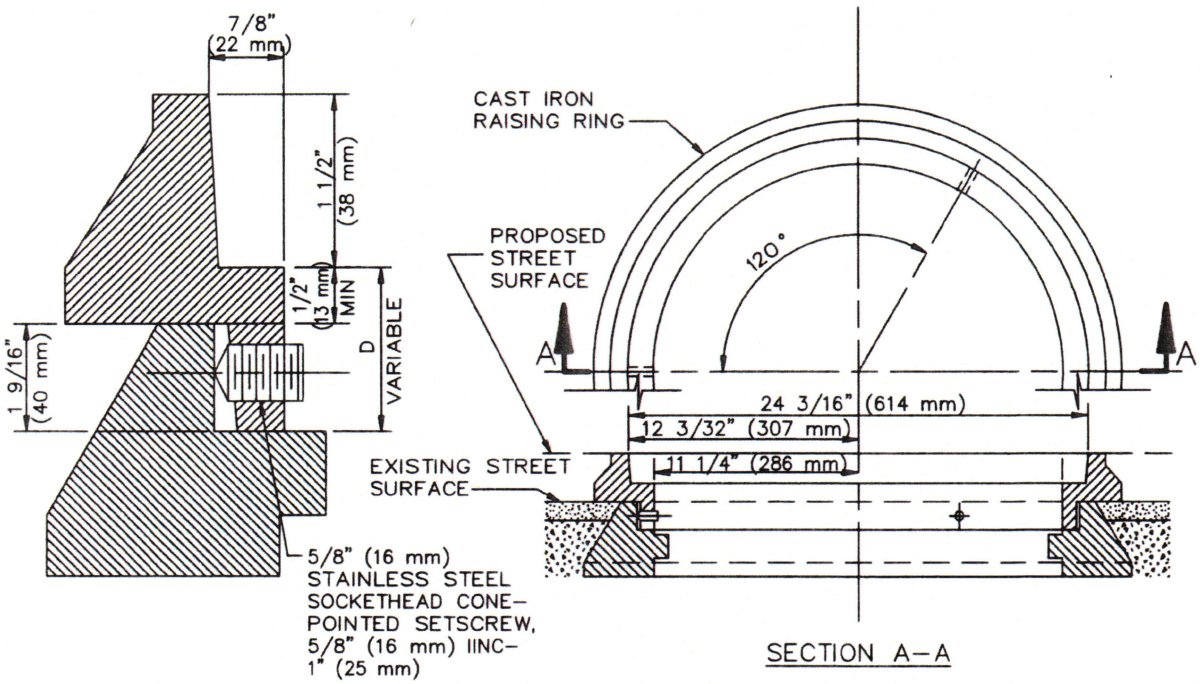
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN 205-3

SHEET 1 OF 3



STEEL RAISING RINGS



CAST IRON RAISING RINGS

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1984 REV. 1996, 2009

MANHOLE RAISING RINGS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN 206-2

SHEET 1 OF 2

5. LOWERING EXISTING PRECAST CONCRETE SEWER MANHOLES

   A. REMOVE SUFFICIENT GRADE RINGS TO LOWER THE MANHOLES AS REQUIRED, APPLY CLASS "D" MORTAR TO A HEIGHT NOT EXCEEDING 3" (75 mm) FOR ADJUSTMENT TO FINAL GRADE.

   B. WHERE REMOVAL OF GRADE RINGS WOULD RESULT IN THE UPPER SEGMENT OF THE SHAFT BEING LESS THAN 12" (300 mm) IN HEIGHT, REMOVE THE REDUCER AND SUFFICIENT SECTIONS OF THE LOWER SEGMENT OF THE SHAFT AND REINSTALL ANY NECESSARY SEGMENT OF THE LOWER SHAFT, THE REDUCER, AND THE GRADE RINGS TO CONFORM TO THE REQUIREMENTS OF THIS PLAN.

   C. EXISTING GRADE RINGS NEED NOT BE REMOVED IF EXISTNG MORTAR IS REMOVED, AND AT LEAST 1 1/2" (35 mm) OF MORTAR MAY BE PLACED ON TOP OF THE EXISTING GRADE RINGS TO RESEAT THE FRAME.

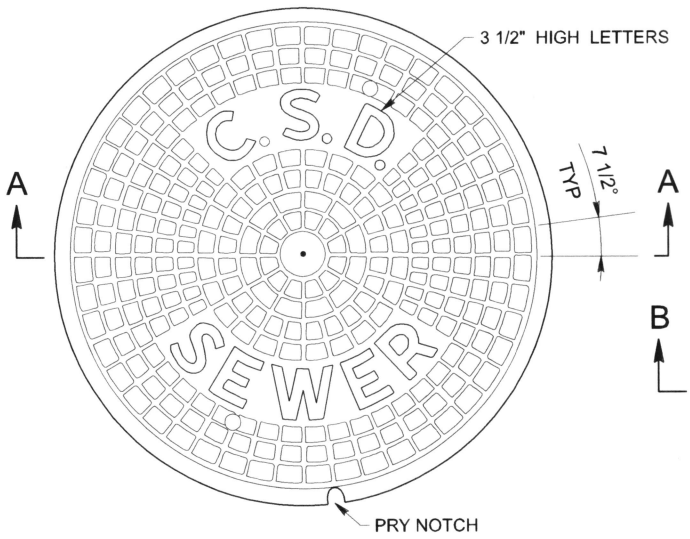
6. REPLACEMENT OF BRICK REDUCER WITH PRECAST CONCRETE REDUCER AND SHAFT

   UNLESS OTHERWISE INDICATED ON THE PLANS, THE CONTRACTOR MAY INSTALL A PRECAST CONCENTRIC CONCRETE REDUCER, CONCRETE GRADE RINGS, AND CONCRETE PIPE IN LIEU OF RECONSTRUCTING A BRICK REDUCER, PROVIDED:

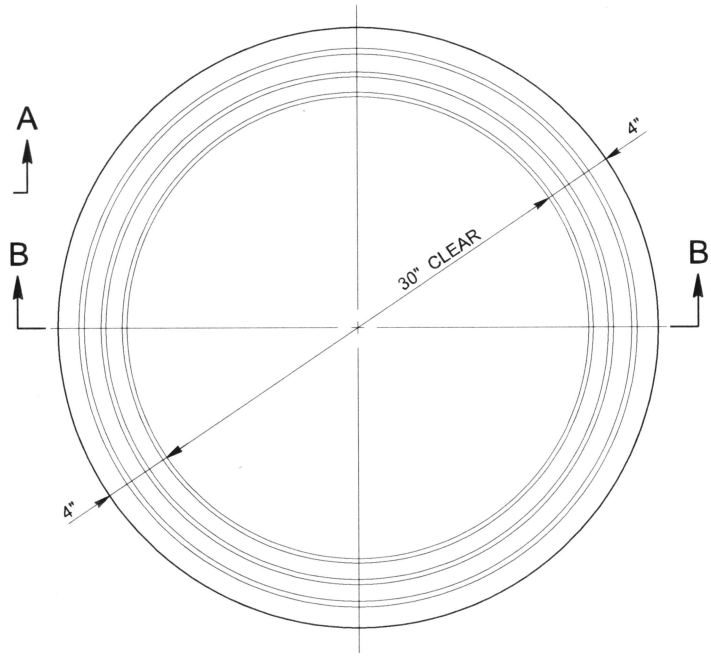
   A. THE MAXIMUM ID OF SEWER PIPE CONNNECTED TO THE MANHOLE DOES NOT EXCEED 8" (200 mm).

   B. THE CONTRACTOR SECURES PRIOR APPROVAL FROM THE ENGINEER TO INSTALL THE CONCENTRIC REDUCER ONTO THE MANHOLE SHAFT. THE ENGINEER MAY, AS PART OF THE INSTALLATION REQUIREMENTS, REQUIRE THE CONTRACTOR TO COAT THE INSIDE OF THE REDUCER, RINGS, AND PIPE WITH AN APPROVED COATING.

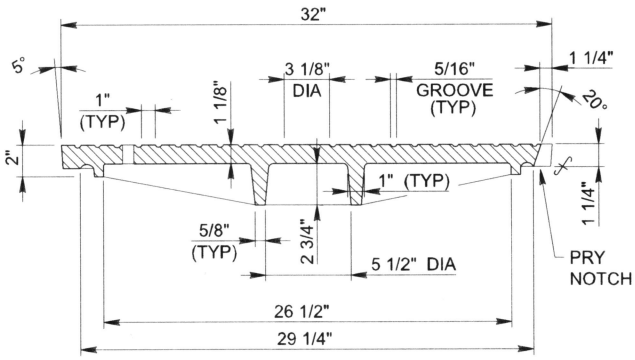
   C. THE CONCRETE GRADE RINGS, THE CONCRETE REDUCER, AND ANY CONCRETE PIPE SHALL BE JOINED TOGETHER AND BEDDED ONTO THE EXISTING BRICK MANHOLE WITH CLASS "D" MORTAR. THE DEPTH, WIDTH, AND THICKNESS OF THE MORTAR SHALL BE OF SUFFICIENT DIMENSIONS TO PROPERLY AND ADEQUATELY JOIN AND BED THE COMPONENT PARTS.



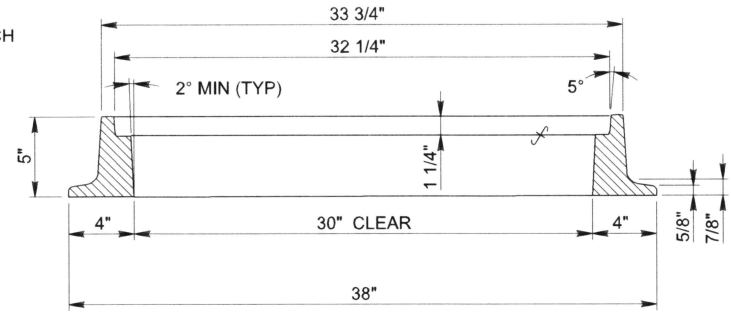
PLAN OF COVER
TOP VIEW



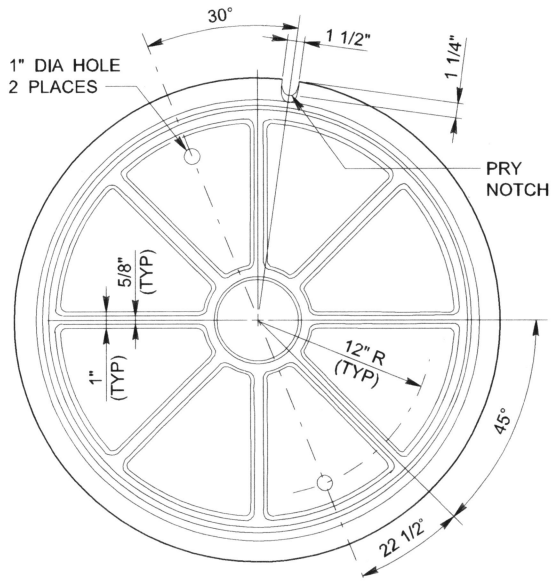
PLAN OF FRAME



SECTION A-A



SECTION B-B



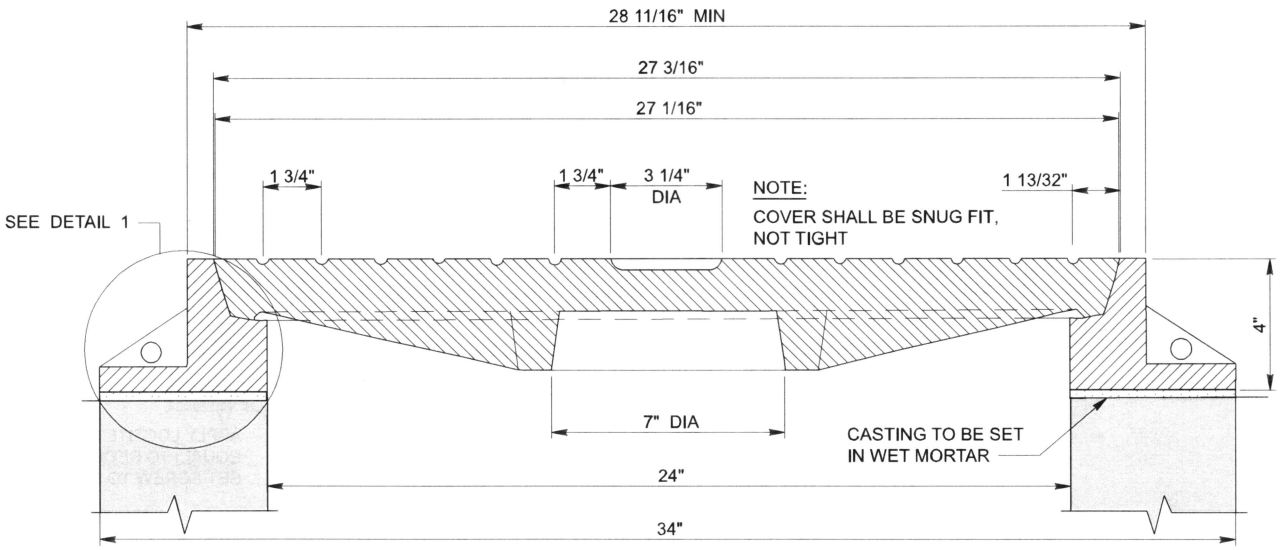
PLAN OF COVER
BOTTOM VIEW

NOTES:

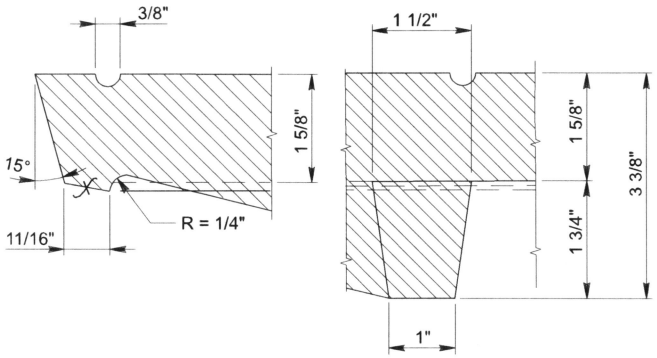
1. CAST IRON USED SHALL CONFORM WITH ASTM A-48 CLASS 35B.
2. FRAME AND COVER SHALL BE COATED WITH ASPHALTUM OR BITUMINOUS PAINT AFTER TESTING AND INSPECTION.
3. FRAME AND COVER SHALL BE TESTED FOR ACCURATE FIT PRIOR TO DELIVERY AND SHALL BE MARKED IN SETS.
4. ALL CASTINGS SHALL COMPLY WITH SECTION 206-3 OF THE STANDARD SPECIFICATIONS.

COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY
OFFICE OF CHIEF ENGINEER

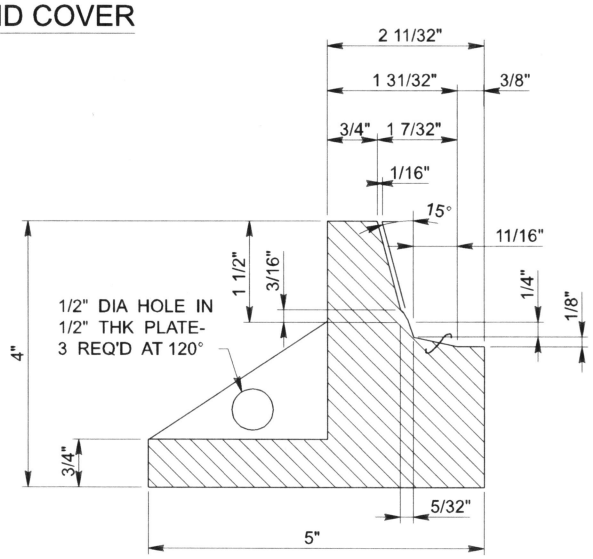
ROBERT FERRANTE CHIEF ENGINEER	STANDARD 30" MANHOLE FRAME AND COVER	STANDARD DRAWING 2024 EDITION S - a - 2 2 3 SHEET 1 OF 1



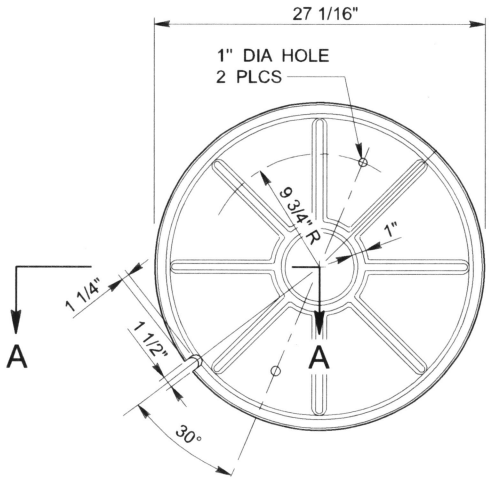
SECTION
MANHOLE FRAME AND COVER



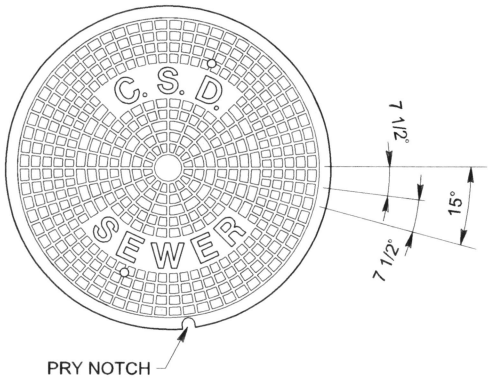
SECTION A-A



DETAIL 1



PLAN OF COVER
BOTTOM VIEW



PLAN OF COVER
TOP VIEW

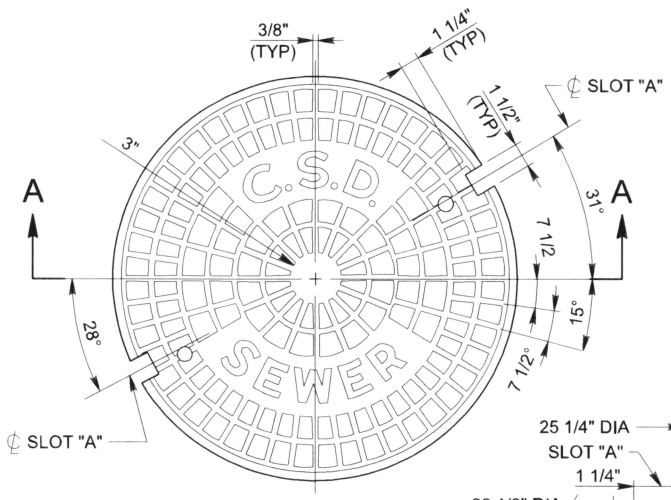
NOTE:
1. FOR NOTES SEE S-a-207.

COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY
OFFICE OF CHIEF ENGINEER

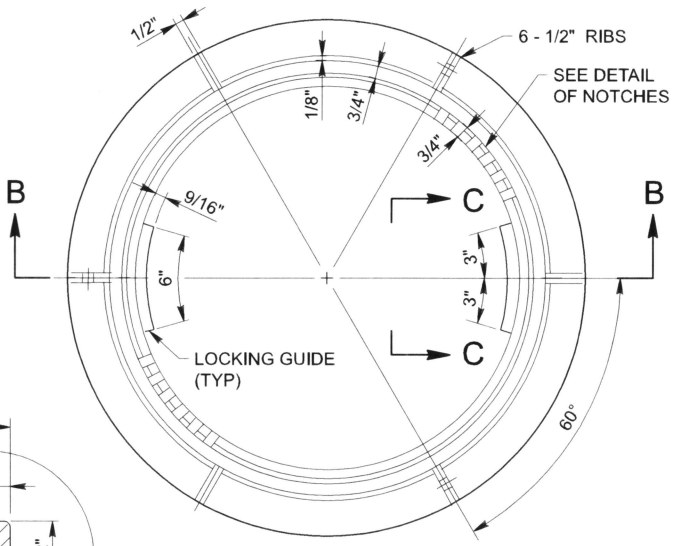
ROBERT FERRANTE
CHIEF ENGINEER

STANDARD 24" TRAFFIC MANHOLE FRAME AND COVER

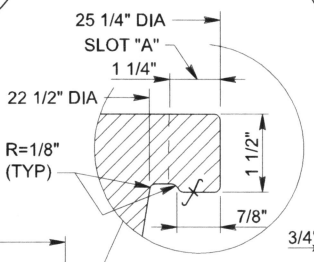
STANDARD DRAWING
2024 EDITION
S - a - 2 2 8
SHEET 1 OF 1

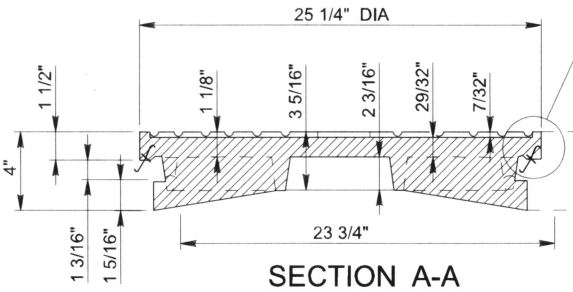


PLAN OF COVER
TOP VIEW

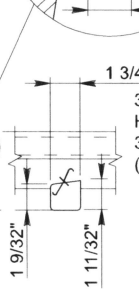


PLAN OF FRAME

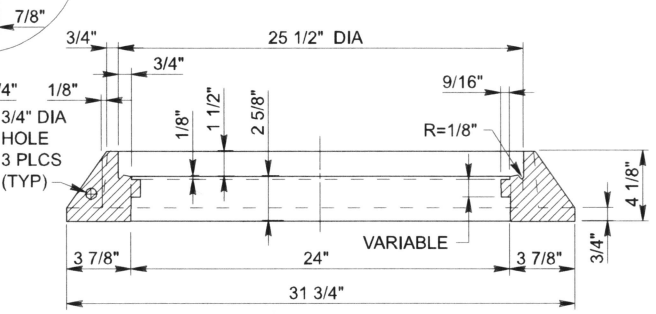




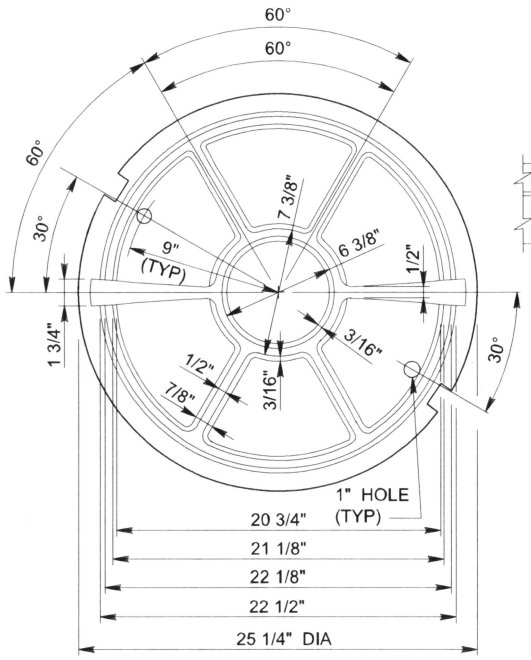
SECTION A-A



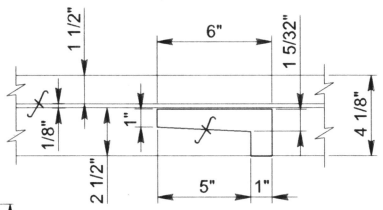
END VIEW
COVER LUG



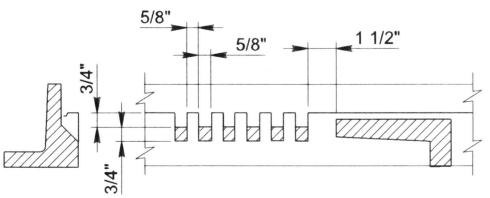
SECTION B-B



PLAN OF COVER
BOTTOM VIEW



SIDE VIEW C-C
LOCKING GUIDE



DETAIL OF NOTCHES

NOTES:

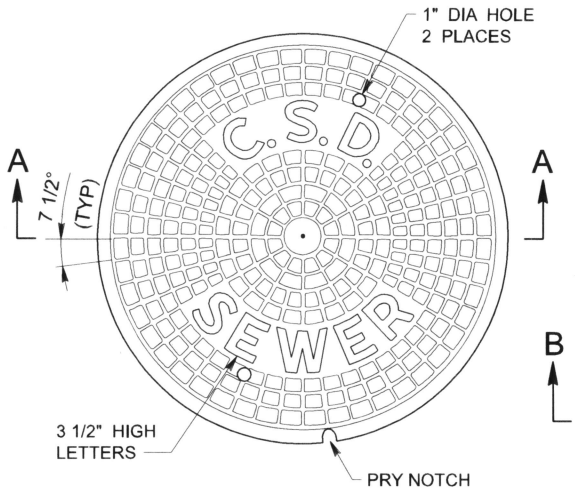
1. CAST IRON USED SHALL CONFORM TO ASTM A-48 CLASS 35B.
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4. ALL CASTINGS SHALL COMPLY WITH SECTION 206-3 OF THE STANDARD SPECIFICATIONS.

COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY
OFFICE OF CHIEF ENGINEER

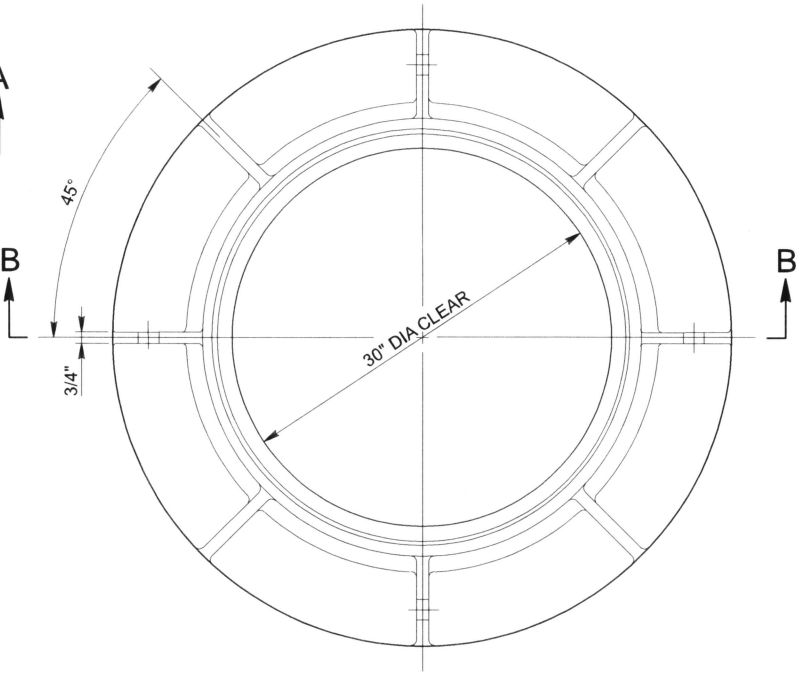
ROBERT FERRANTE
CHIEF ENGINEER

STANDARD 24" LOCKING MANHOLE FRAME AND COVER

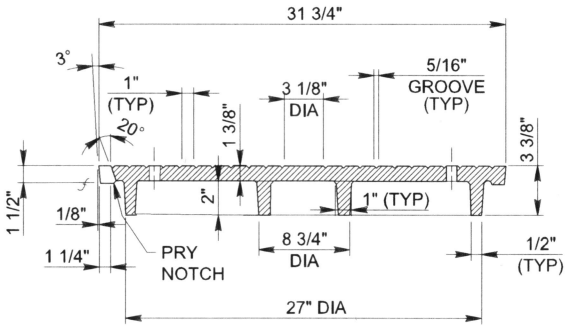
STANDARD DRAWING
2024 EDITION
S - a - 207
SHEET 1 OF 1



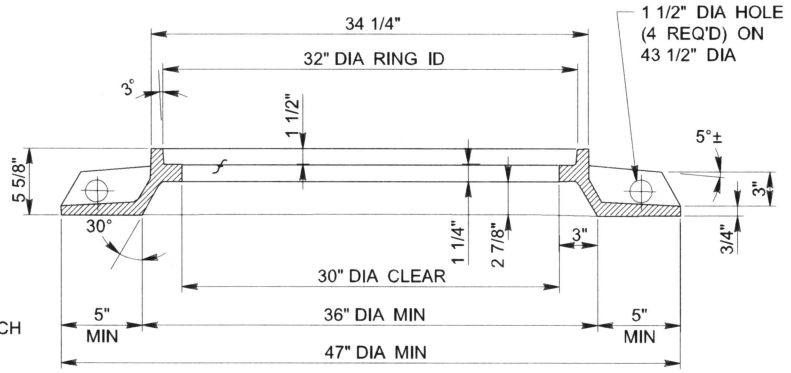
PLAN OF COVER
TOP VIEW



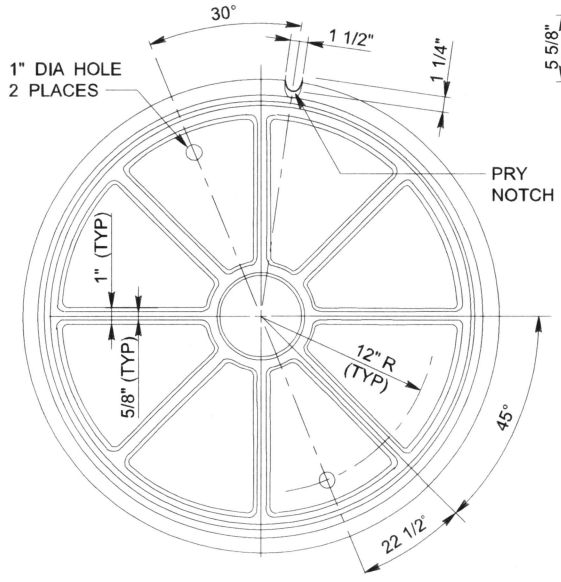
PLAN OF FRAME



SECTION A-A



SECTION B-B



PLAN OF COVER
BOTTOM VIEW

NOTES:

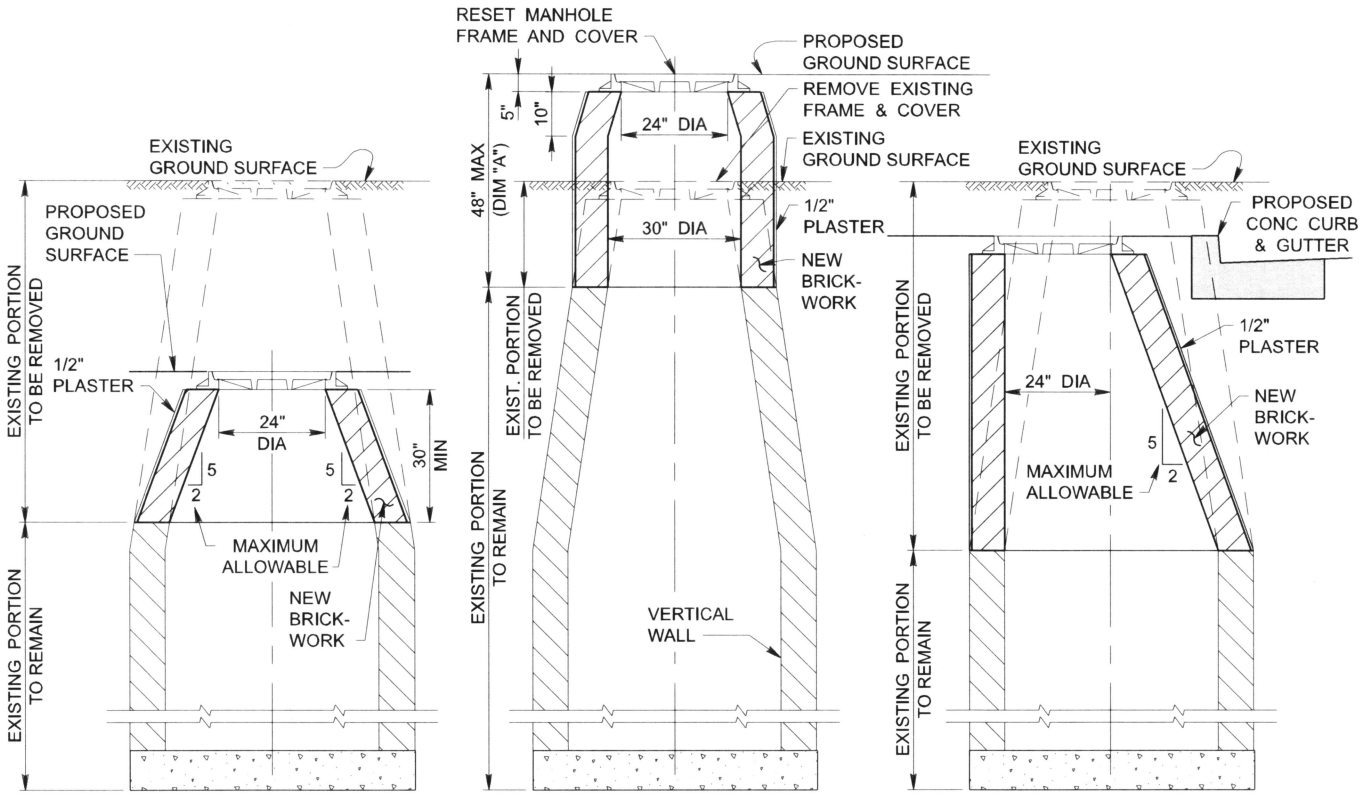
1. CAST IRON USED SHALL CONFORM WITH ASTM A-48 CLASS 35B.
2. FRAME AND COVER SHALL BE COATED WITH ASPHALTUM OR BITUMINOUS PAINT AFTER TESTING AND INSPECTION.
3. FRAME AND COVER SHALL BE TESTED FOR ACCURATE FIT PRIOR TO DELIVERY AND SHALL BE MARKED IN SETS.
4. ALL CASTINGS SHALL COMPLY WITH SECTION 206-3 OF THE STANDARD SPECIFICATIONS.

COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY
OFFICE OF CHIEF ENGINEER

ROBERT FERRANTE
CHIEF ENGINEER

STANDARD 36" MANHOLE FRAME WITH 30" COVER

STANDARD DRAWING
2024 EDITION
S - a - 2 2 6
SHEET 1 OF 1



CASE I CASE II CASE III

NOTES:

1. PRIOR TO THE REMOVAL OF THE FRAME OF ANY MANHOLE, THE CHANNEL OF THE MANHOLE SHALL BE COMPLETELY COVERED WITH PLANKING OR OTHER SUITABLE MATERIAL SO AS TO PREVENT DEBRIS FROM ENTERING THE CHANNEL. AFTER THE MANHOLE RECONSTRUCTION HAS BEEN COMPLETED ALL DEBRIS SHALL BE REMOVED FROM WITHIN THE MANHOLE AND THE COVER OVER THE CHANNEL SHALL BE REMOVED.

2. WHEN THE MANHOLE IS TO BE RECONSTRUCTED TO A STRAIGHT SIDED MANHOLE, THE BRICK WORK SHALL BE REMOVED TO THE HIGHEST POINT OF THE VERTICAL WALL. THE SLOPE OF THE CORBELED SIDE SHALL NOT EXCEED 2 INCHES IN 5 INCHES. THE MANHOLE STEPS SHALL BE PLACED ON THE VERTICAL SIDE. SEE CASE III.

3. WHEN THE MANHOLE IS TO BE RAISED AN AMOUNT SUCH THAT DIMENSION "A" (CASE II) IS LESS THAN 4', THE BRICKWORK SHALL BE REMOVED TO A POINT WHERE THE INSIDE DIAMETER IS A MINIMUM OF 30 INCHES. THE MANHOLE WALL SHALL THEN BE CONSTRUCTED VERTICALLY TO A POINT 15 INCHES BELOW THE TOP OF THE MANHOLE. SEE CASE II.

4. WHERE THE MANHOLE IS TO BE RAISED SUCH THAT DIMENSION "A" (CASE II) WOULD EXCEED 4', THE BRICKWORK SHALL BE REMOVED TO THE HIGHEST POINT OF THE VERTICAL WALL AND THE MANHOLE RECONSTRUCTED PER S-a-201 OR S-a-204.

5. WHEN THE DEPTH OF THE MANHOLE TO BE LOWERED IS SUCH THAT THE MAXIMUM ALLOWABLE SLOPES FOR THE BRICKWORK SHOWN FOR CASE I WOULD BE EXCEEDED, THE MANHOLE SHALL BE RECONSTRUCTED AS A TYPE "C" MANHOLE PER S-a-203.

6. MANHOLE STEPS, PER S-a-209, SHALL BE PLACED UNIFORMLY SO AS NOT TO BE MORE THAN 16 INCHES APART WITH THE TOP STEP BEING 16 INCHES BELOW THE MANHOLE FRAME.

7. PRIOR TO COMMENCING WORK OF RECONSTRUCTION, THE CONTRACTOR SHALL CONTACT THE DISTRICTS' SUPERINTENDENT OF MAINTENANCE AT (310) 638-1161.

8. A 12" WIDE BY 12" HIGH CONCRETE RING SHALL BE PROVIDED AROUND THE MANHOLE FRAME. IN UNPAVED AREAS, THE CONCRETE RING SHALL INCLUDE #3 REBAR , 12-INCH OVERLAP. WIDTH OF RING SHALL BE 12" AS MEASURED FROM CENTER OF LIFTING EYE; HEIGHT SHALL BE MEASURED FROM 1.5" BELOW FINAL GRADE IN PAVED AREAS AND AT GRADE IN UNPAVED AREAS.

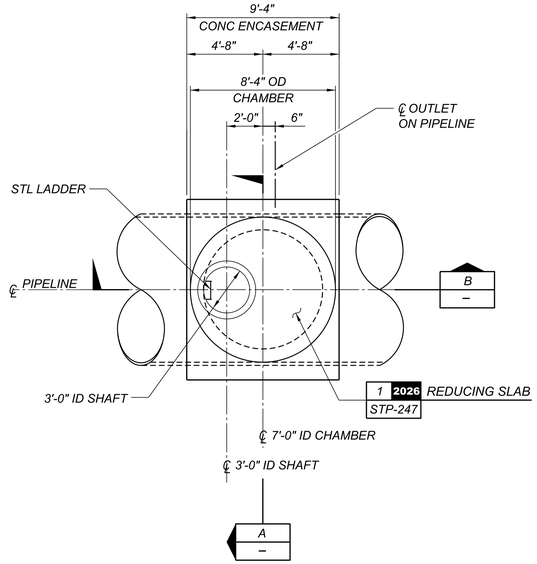
COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY
OFFICE OF CHIEF ENGINEER

ROBERT FERRANTE
CHIEF ENGINEER

STANDARD RECONSTRUCTION OF BRICK MANHOLES

STANDARD DRAWING
2024 EDITION
S - a - 2 1 9
SHEET 1 OF 1

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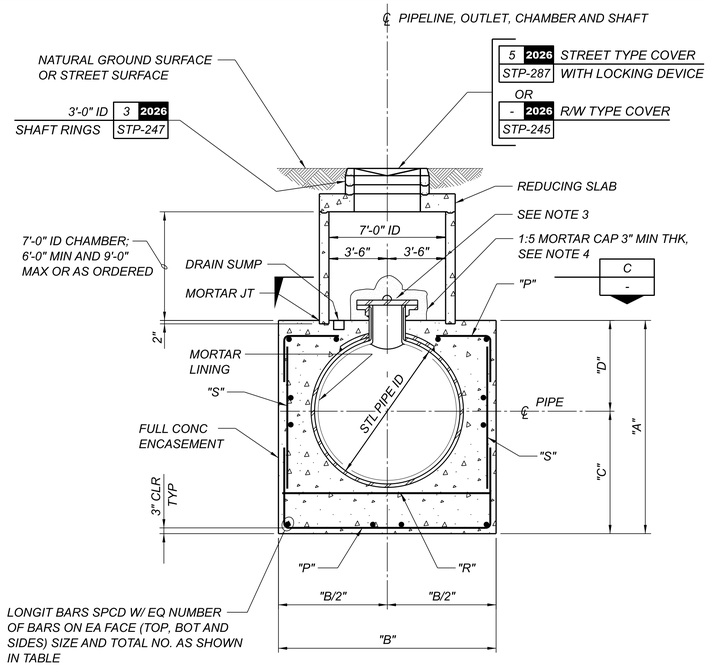


PLAN

3'-0" ID SHAFT

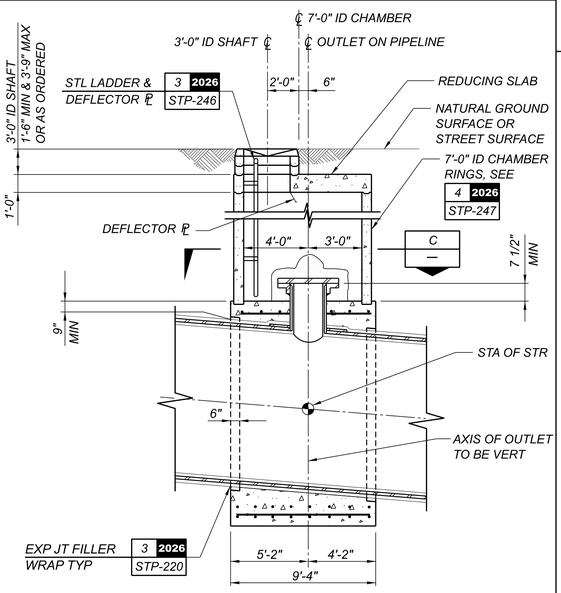
DETAIL 1 2026

SEE NOTES 1, 2, 5 & 6

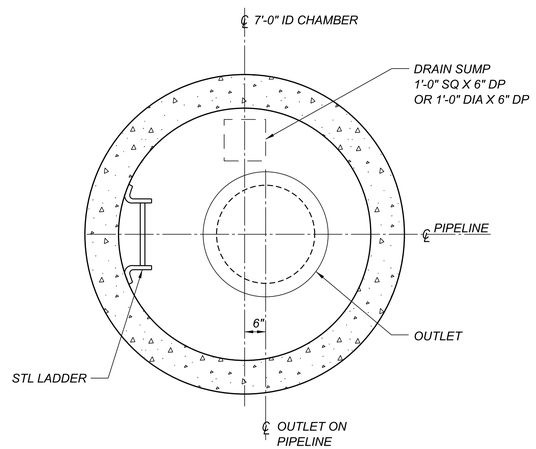


SECTION A 2026

WELDED STEEL PIPE CONCRETE ENCASEMENT DATA											
PIPE ID	TYPE	MAX COVER	DIMENSIONS				LONGITUDINAL REINF		TRANSVERSE REINF		
			"A"	"B"	"C"	"D"	TOTAL NO.	SIZE	"R" BARS	"S" BARS	"P" BARS
			SEE PROJECT DWGS FOR TABLE DETAILS								



SECTION B 2026



SECTIONAL PLAN

SECTION C 2026

NOTES:

1. TYPICAL MAINTENANCE HOLE STRUCTURE CONCRETE ENCASEMENT IS SHOWN EXCEPT WHERE A CONCRETE ENCASEMENT IS SHOWN ON PROJECT PLAN AND PROFILE DRAWINGS. FOR ALTERNATIVE MAINTENANCE HOLE STRUCTURE CONCRETE ENCASEMENT, SEE SHEET 1 2026 STP-241 OR 2 2026 STP-241.
2. WHEN A MAINTENANCE HOLE STRUCTURE CONCRETE ENCASEMENT ADJOINS A PIPELINE OR STRUCTURE CONCRETE ENCASEMENT THE FOLLOWING SHALL APPLY:
   A. WHEN THE MAINTENANCE HOLE STRUCTURE CONCRETE ENCASEMENT IS SMALLER OR EQUAL IN SIZE TO THE PIPELINE OR STRUCTURE CONCRETE ENCASEMENT, THE OUTSIDE DIMENSIONS AND REINFORCEMENT OF THE MAINTENANCE HOLE STRUCTURE CONCRETE ENCASEMENT SHALL BE THE SAME AS THE PIPELINE OR STRUCTURE CONCRETE ENCASEMENT.
   B. WHEN THE MAINTENANCE HOLE STRUCTURE CONCRETE ENCASEMENT IS WIDER THAN THE PIPELINE OR STRUCTURE CONCRETE ENCASEMENT, THE DIMENSIONS OF THE MAINTENANCE HOLE STRUCTURE CONCRETE ENCASEMENT SHALL BE AS SHOWN. THE TRANSVERSE REINFORCEMENT OF THE MAINTENANCE HOLE STRUCTURE CONCRETE ENCASEMENT SHALL BE AS SHOWN WHERE APPLICABLE AND LONGITUDINAL REINFORCEMENT OF THE PIPELINE OR STRUCTURE CONCRETE ENCASEMENT SHALL EXTEND INTO THE MAINTENANCE HOLE STRUCTURE CONCRETE ENCASEMENT.
   C. WHEN THE PIPELINE OR STRUCTURE CONCRETE ENCASEMENT IS ON BOTH SIDES OF THE MAINTENANCE HOLE STRUCTURE CONCRETE ENCASEMENT, THE PIPELINE OR STRUCTURE CONCRETE ENCASEMENT LONGITUDINAL REINFORCEMENT SHALL BE CONTINUOUS THROUGH THE MAINTENANCE HOLE STRUCTURE CONCRETE ENCASEMENT.
3. FOR DUAL BODY COMBINATION AIR VALVES, AIR RELEASE VALVE, OR PUMP WELL DETAILS, SEE SHEETS - 2026 STP-250 THROUGH - 2026 STP-256. FOR LOCATION, SEE PROJECT PLAN AND PROFILE DRAWINGS.
4. WHEN COMPANION FLANGES ARE REQUIRED FOR DUAL BODY COMBINATION AIR VALVES, AIR RELEASE VALVE, OR PUMP WELL STRUCTURES, THE 1:5 MORTAR CAP SHALL COVER COMPANION FLANGE, STUDS AND NUTS.
5. AIR VENT ASSEMBLY SHALL BE INSTALLED ON ALL MAINTENANCE HOLE STRUCTURES EQUIPPED WITH DUAL BODY COMBINATION AIR VALVES, AIR RELEASE VALVE, OR PUMP WELL. SEE SHEET - 2026 STP-242 FOR STREET TYPE MAINTENANCE HOLE STRUCTURE AND SHEET - 2026 STP-243 FOR RIGHT-OF-WAY TYPE MAINTENANCE HOLE STRUCTURE.
6. FOR AIR VENT DETAILS, SEE SHEET - 2026 STP-244 AND/OR SHEET - 2026 STP-245.
7. THE 7'-0" ID MAINTENANCE HOLE STRUCTURE IS LIMITED FOR USE ON PIPELINE OUTLETS WITH AN OUTLET SIZE OF 20-INCH DIAMETER AND SMALLER, UNLESS NOTED OTHERWISE IN THE PROJECT DRAWINGS.

SCALE = NONE

METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

CHECKED BY	FOR DRAWING APPROVALS SEE
CW 7/14/2026 (Initials / Date)	B-196852

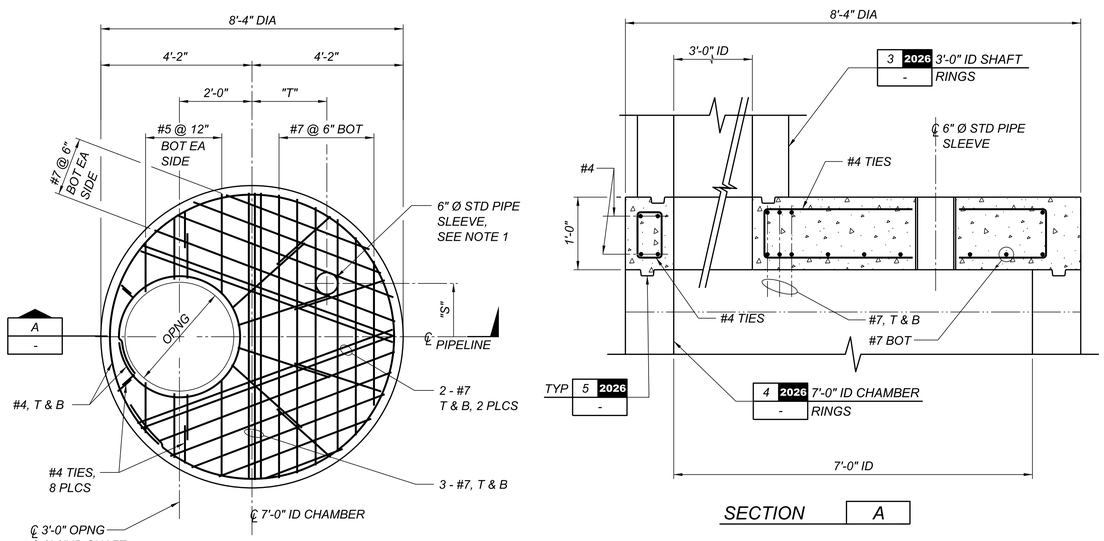
METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
STANDARD DETAILS

MAINTENANCE HOLE STRUCTURE ENCASEMENT FOR PIPELINE OUTLETS DETAIL AND SECTIONS

PUBLICATION 2026

SHEET STP-240

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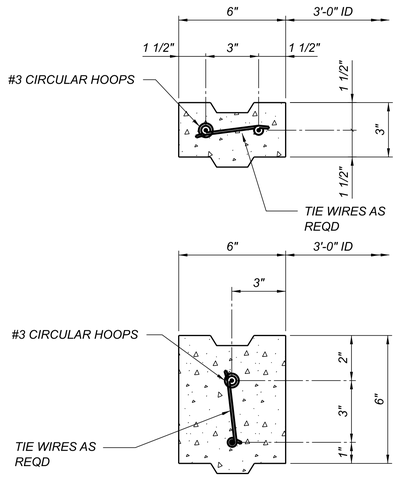


SECTION A

MAINTENANCE HOLE REDUCING SLAB

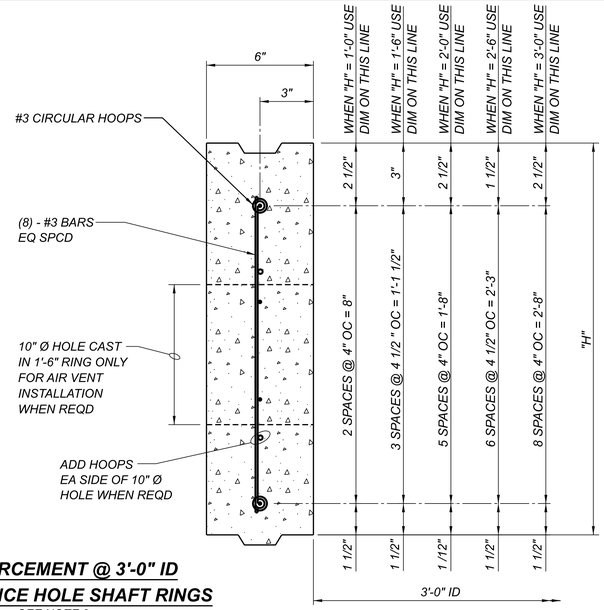
SEE NOTE 2

DETAIL 1 2026



NOTE:

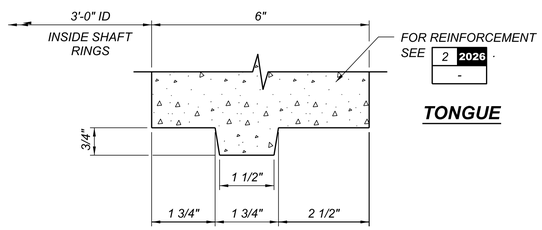
FOR TONGUE AND GROOVE DETAIL, SEE 3 2026 -.



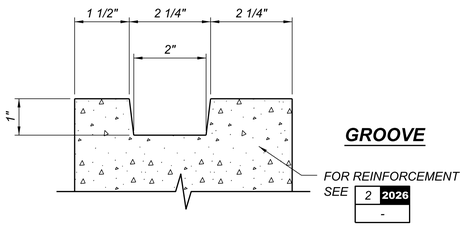
REINFORCEMENT @ 3'-0" ID MAINTENANCE HOLE SHAFT RINGS

SEE NOTE 3

DETAIL 2 2026



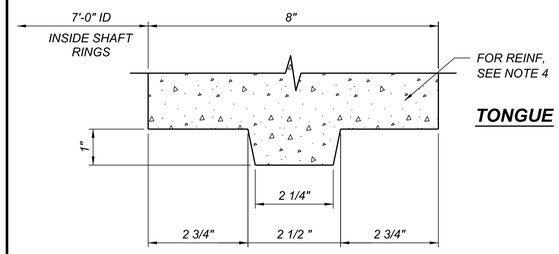
TONGUE



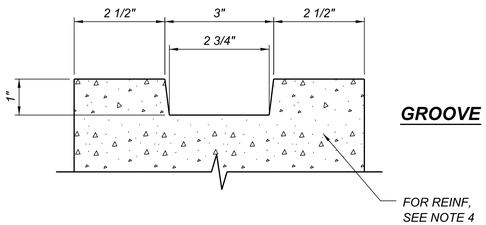
GROOVE

TONGUE & GROOVE JOINTS FOR 3'-0" ID MAINTENANCE HOLE SHAFT RINGS

DETAIL 3 2026



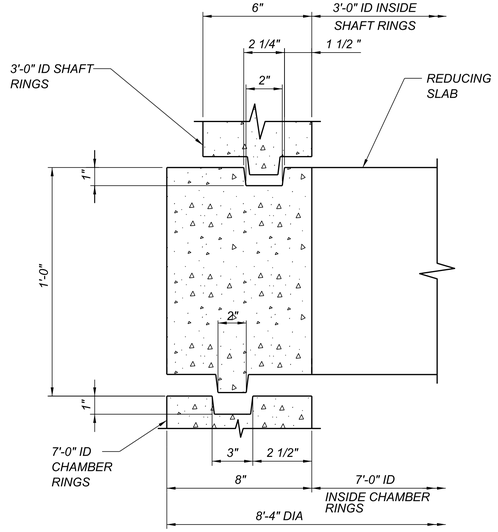
TONGUE



GROOVE

TONGUE & GROOVE JOINTS FOR 7'-0" ID MAINTENANCE HOLE CHAMBER RINGS

DETAIL 4 2026



TONGUE & GROOVE JOINTS @ REDUCING SLAB FOR MAINTENANCE HOLE STRUCTURE 3'-0" ID SHAFT & 7'-0" ID CHAMBER RINGS

DETAIL 5 2026

NOTES:

1. DIMENSIONS FOR "T" AND "S" VARY WITH SIZE AND MAKE OF PLUG VALVE. INSTALLATION OF 6" PIPE SLEEVE SHALL BE LOCATED IN FIELD. CORE DRILLING LOCATION FOR 6" PIPE SLEEVE IN FIELD IS OPTIONAL.
2. HOOK EACH END OF ALL STRAIGHT BARS.
3. FOR TONGUE AND GROOVE JOINT DIMENSIONS FOR 6" THICK SHAFT 3 2026 -
4. 7'-0" ID X 8" WALL REINFORCED CONCRETE CHAMBER RINGS TO BE REINFORCED WITH 3/8" Ø HOOPS @ 3" ON CENTER EACH FACE, (10) #4 OUTER LONGITUDINAL BARS AND (8) #4 INNER LONGITUDINAL BARS; OR WITH #6 HOOPS @ 6" ON CENTER AND #4 LONGITUDINAL BARS @ 12" ON CENTER OR EQUAL.
5. THE 7'-0" ID MAINTENANCE HOLE STRUCTURE IS LIMITED FOR USE ON PIPELINE OUTLETS WITH AN OUTLET SIZE OF 20-INCH DIAMETER AND SMALLER, UNLESS NOTED OTHERWISE IN THE PROJECT DRAWINGS.

SCALE = NONE

METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

CHECKED BY	FOR DRAWING APPROVALS SEE
Initials: CW Date: 7/14/2026	B-196852

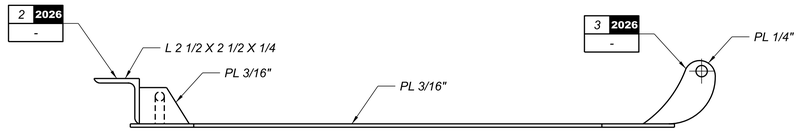
METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
STANDARD DETAILS

MAINTENANCE HOLE REDUCING SLAB, SHAFT RINGS AND CHAMBER RINGS DETAILS

PUBLICATION 2026

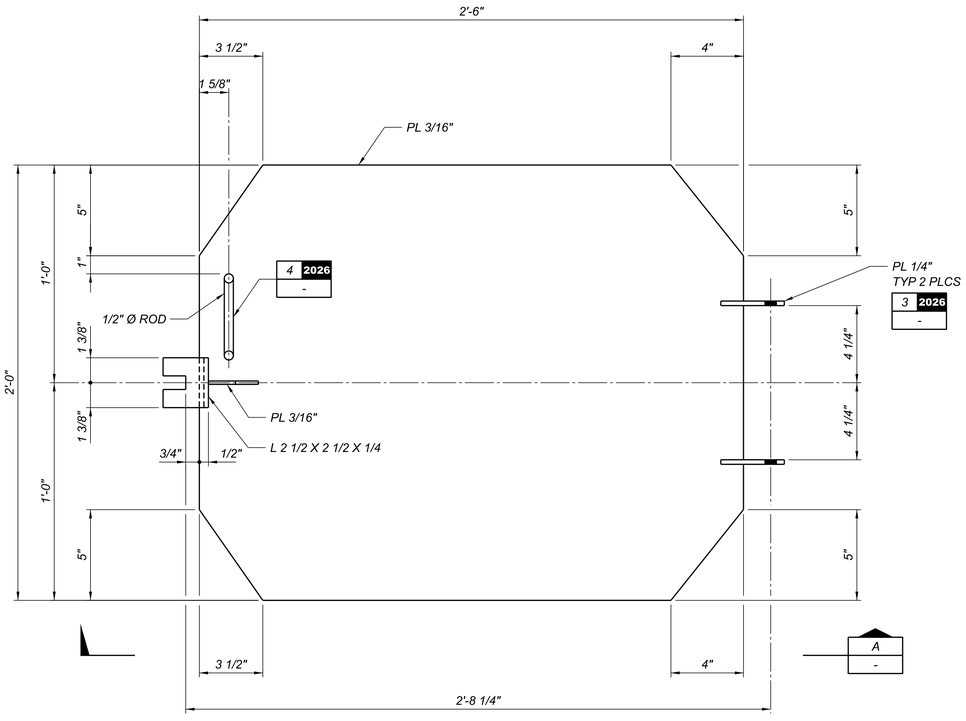
SHEET STP-247

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SIDE VIEW

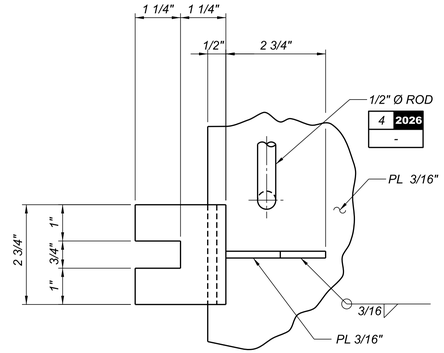
VIEW A



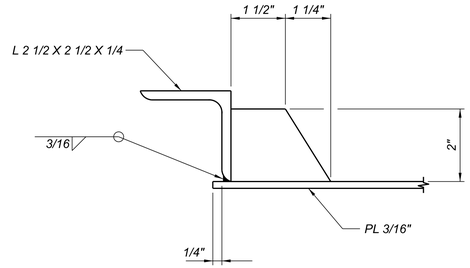
PLAN OF LOCKING DEVICE

DETAIL 1 2026

SEE NOTES 1, 2, 3

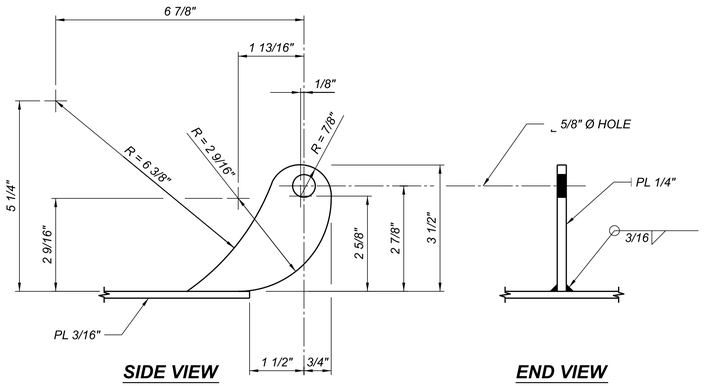


PLAN



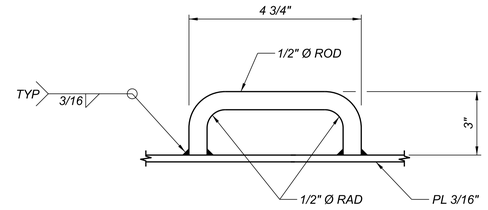
SECTION

DETAIL 2 2026



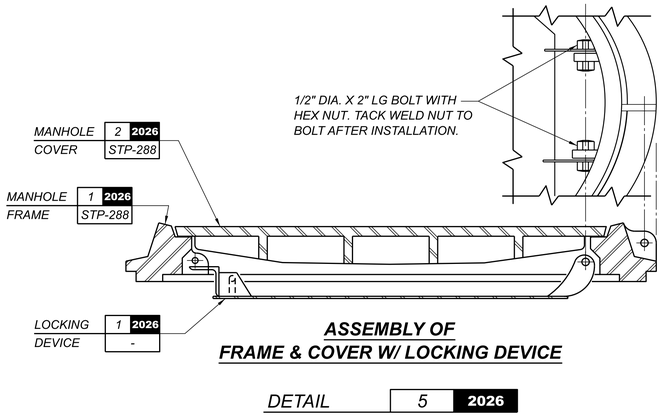
SIDE VIEW **END VIEW**

DETAIL 3 2026



SIDE VIEW

DETAIL 4 2026



ASSEMBLY OF FRAME & COVER W/ LOCKING DEVICE

DETAIL 5 2026

NOTES:

1. BREAK ALL SHARP EDGES AND REMOVE BURRS.
2. LOCKING DEVICE SHALL BE COATED IN ACCORDANCE WITH SPECIFICATION SECTION 09900 NS-1 IN SAFETY YELLOW.
3. ALL STREET TYPE MAINTENANCE HOLES SHALL HAVE LOCKING DEVICES.

SCALE = NONE

METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

CHECKED BY	FOR DRAWING APPROVALS SEE
CW 7/14/2026 (Initials / Date)	B-196852

METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
STANDARD DETAILS

LOCKING DEVICE
FOR 3'-0" STREET TYPE MAINTENANCE
HOLE FRAME AND COVER

PUBLICATION 2026

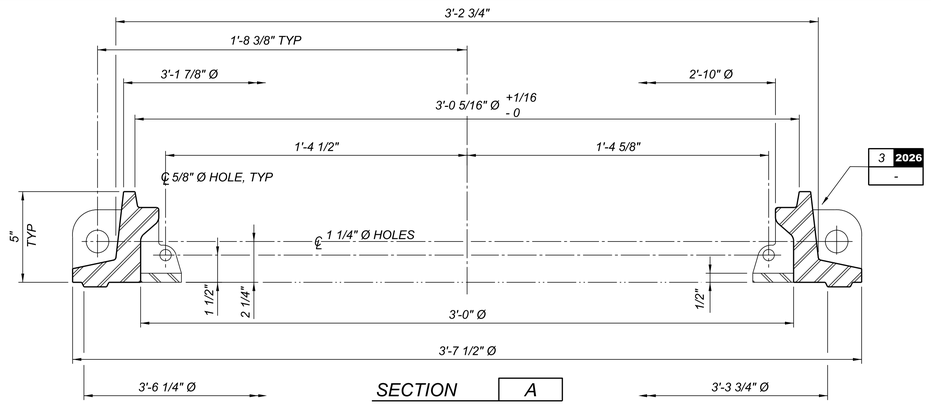
SHEET STP-287

Border Version: October 2015

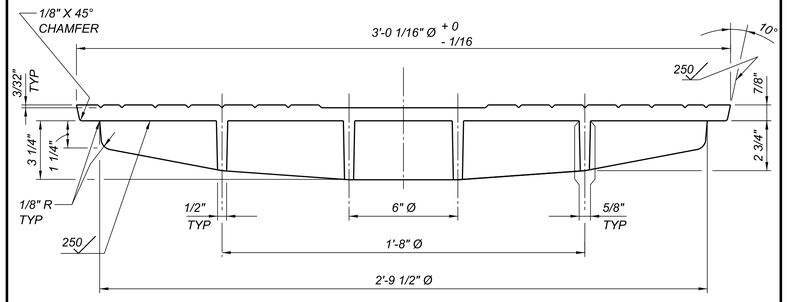
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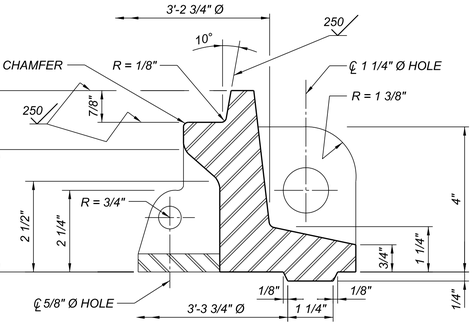
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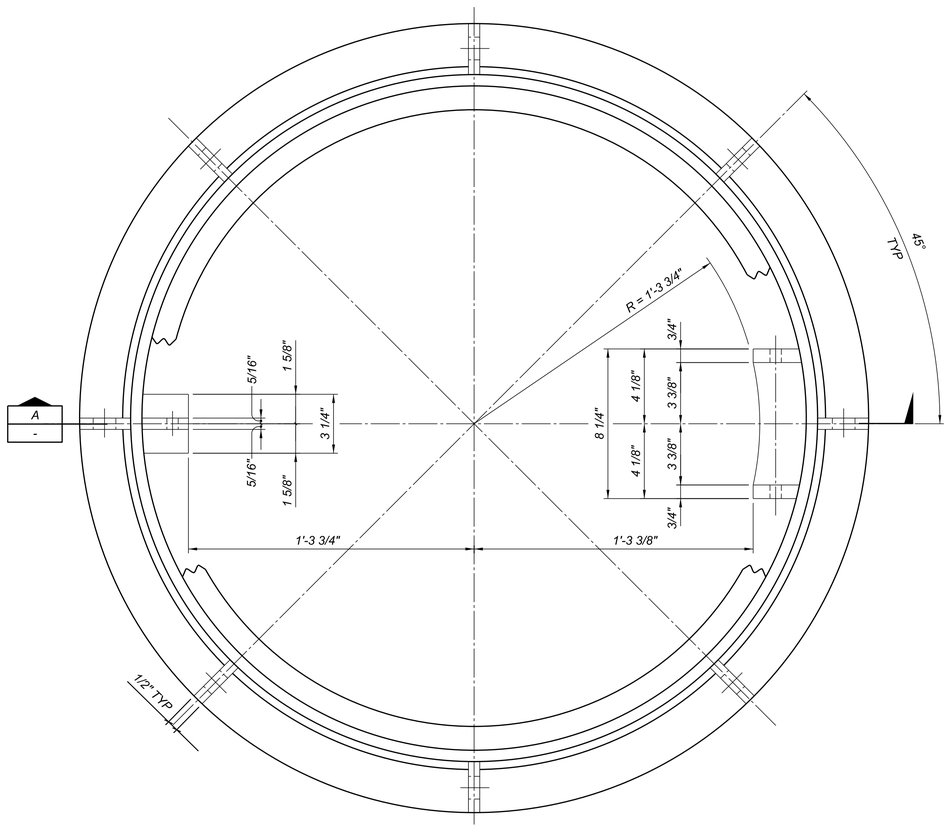
SECTION A



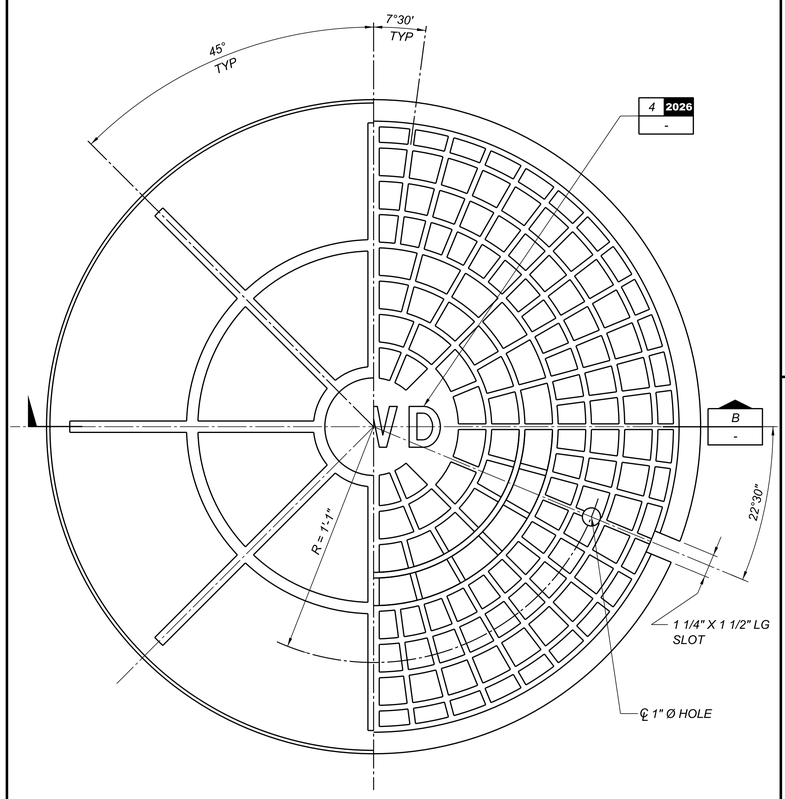
SECTION B



DETAIL 3 2026



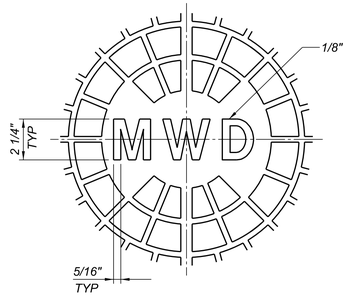
FRAME



HALF BOTTOM OF COVER **HALF TOP OF COVER**

DETAIL 1 2026
SEE NOTES 1, 3, 4, 5, 6, 7, 8, 9, 10

DETAIL 2 2026
SEE NOTES 2, 3, 4, 5, 6, 7, 8, 9, 10



COVER SYMBOL

DETAIL 4 2026

NOTES:

1. THE FRAME SHALL BE GRAY IRON CASTING CONFORMING TO ASTM A48 STANDARD CLASS 20B OR STRONGER.
2. THE COVER SHALL BE GRAY IRON CASTING CONFORMING TO ASTM A48 STANDARD CLASS 50B OR STRONGER.
3. ALL HOLES SHALL BE CORED AT FOUNDRY.
4. ALL FILLET RADIUS SHALL BE 1/4", UNLESS NOTED OTHERWISE.
5. ALL CASTINGS SHALL BE STRESS RELIEVED AT FOUNDRY BEFORE MACHINING.
6. WEIGHTS AS GIVEN SHALL NOT VARY MORE THAN TWO PER CENT. WEIGHT OF FRAME 324 LBS, WEIGHT OF COVER 310 LBS.
7. WELDING OF DEFECTS WILL NOT BE PERMITTED.
8. UNLESS NOTED OTHERWISE, ALL CASTING DIMENSIONS UP TO AND INCLUDING 1" TO HAVE A TOLERANCE OF ± 1/32". DIMENSIONS OVER 1" TO HAVE A TOLERANCE OF ± 1/16".
9. FOUNDRY MARKING SHALL BE ON UNDERSIDE OF COVER AND INSIDE OF FRAME.
10. ALL CASTING SHALL BE COATED WITH BITUMINOUS PAINT.

SCALE = NONE

METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

CHECKED BY	FOR DRAWING APPROVALS SEE
CW 7/14/2026 (Initials / Date)	B-196852

METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
STANDARD DETAILS

3'-0" STREET TYPE MAINTENANCE HOLE CAST IRON FRAME AND COVER

PUBLICATION **2026**
SHEET **STP-288**

Border Version: October 2015

FILE NAME: pw://mwdh2o-pw.bentley.com:MWD_Projects/Documents/Templates/CAD Templates/MWD Standard Detail Book/2026 Standard Detail Book/02 CAD Files/06 Pipeline (STP-Sheets)/stp288.dgn
PEN TABLE: MWD-FullSizeBW.pen

USER NAME: Vaniman,Curtis L
PLOT TIME: Monday July 13, 2026 20:31

APPENDIX "B"

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR)
CONTRACTOR REGISTRATION NUMBER FORM

Department of Industrial Relations (DIR)
Contractor Registration Number

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

Per this requirement, provide the following information:

_____

Contractor Name

_____

Contractor Department of Industrial Relations Registration Number:

_____

Expiration Date of Registration Number

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

APPENDIX “C”

PROJECT SIGN

APPENDIX "C"

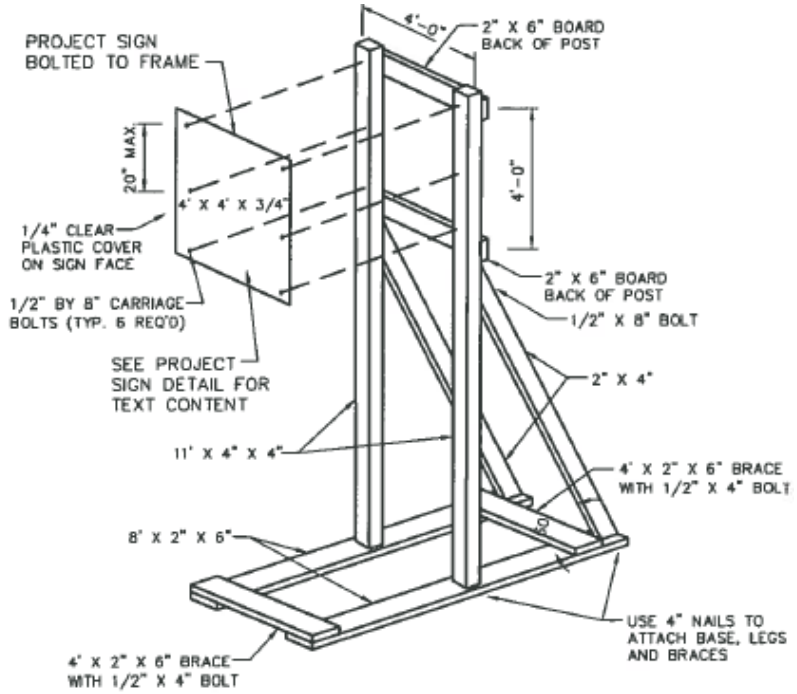
PROJECT SIGN

PUBLIC IMPROVEMENT PROJECT SIGN

YOUR TAX DOLLARS AT WORK
FY 2026-2027 SB1 C.P. 951
&
LINCOLN STREET REHABILITATION C.P. 946
CITY OF MONTEBELLO CITY COUNCIL
GEORGINA TAMAYO - MAYOR
DANIELLE ROMERO – MAYOR PRO TEM
SCARLET PERALTA – COUNCILMEMBER
RIC ALONZO – COUNCILMEMBER
SALVADOR MELENDEZ – COUNCILMEMBER
CONSTRUCTION MANAGEMENT: _____
CONTRACTOR: _____ START DATE: _____ 2026
ESTIMATED COMPLETION DATE: _____ 2027

NOTES:

- Sign Size: 4 feet X 4 feet
- Sign Material: Anti-graffiti, Diamond Grade
- Sign Color: Blue, Accent 1, 60% Lighter
- Lettering Color: Blue
- Border Color: Dark Blue



APPENDIX “D”

PROJECT LABOR AGREEMENT NO. 4202

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

Los Angeles / Orange Counties Building and Construction Trades Council

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

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

May 1, 2024

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

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

Dear Ms. Guillen,

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

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

Sincerely,

Alejandra Gallardo
Administrative Assistant

EM: ag/OPEIU#537/afl-cio

PROJECT LABOR AGREEMENT

BY AND BETWEEN

THE CITY OF MONTEBELLO

AND

LOS ANGELES/ORANGE COUNTIES

BUILDING AND CONSTRUCTION TRADES COUNCIL

AND THE SIGNATORY CRAFT COUNCILS AND UNIONS

TABLE OF CONTENTS

		Page
ARTICLE 1	DEFINITIONS	3
ARTICLE 2	SCOPE OF THE AGREEMENT	4
ARTICLE 3	UNION RECOGNITION AND EMPLOYMENT	9
ARTICLE 4	UNION ACCESS AND STEWARDS	13
ARTICLE 5	WAGES AND BENEFITS	14
ARTICLE 6	WORK STOPPAGES AND LOCKOUTS	15
ARTICLE 7	WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES	18
ARTICLE 8	MANAGEMENT RIGHTS	19
ARTICLE 9	SETTLEMENT OF GRIEVANCES AND DISPUTES	21
ARTICLE 10	REGULATORY COMPLIANCE	23
ARTICLE 11	SAFETY AND PROTECTION OF PERSON AND PROPERTY	23
ARTICLE 12	APPRENTICES	23
ARTICLE 13	PRE-JOB CONFERENCES	25
ARTICLE 14	WORK OPPORTUNITIES PROGRAM	25
ARTICLE 15	SAVINGS AND SEPARABILITY	25
ARTICLE 16	WAIVER	26
ARTICLE 17	AMENDMENTS	26
ARTICLE 18	DURATION OF THE AGREEMENT	26
ATTACHMENT A – LETTER OF ASSENT		29
ATTACHMENT B – LOCAL RESIDENT ZIP CODES		30
ATTACHMENT C – CRAFT REQUEST FORM		34
ATTACHMENT D - DRUG AND ALCOHOL TESTING POLICY		36
ATTACHMENT E – PARCEL MAP		43

CITY OF MONTEBELLO
PROJECT LABOR AGREEMENT

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

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

ARTICLE I
DEFINITIONS

Section 1.1 "Agreement" means this Project Labor Agreement.

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

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

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

Section 1.5 "City" means the City of Montebello.

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

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

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

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

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

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

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

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

ARTICLE 2
SCOPE OF THE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Off-site laboratory work for testing;

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

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

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

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

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

Section 2.6 Awarding of Contracts

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

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

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

Section 2.7 Coverage Exception

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

Section 2.8 Master Labor Agreements

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

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

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

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

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

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

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

ARTICLE 3
UNION RECOGNITION AND EMPLOYMENT

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

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

Section 3.3 Referral Procedures

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

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

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

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

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

Section 3.5 Employment of Local Residents

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

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

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

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

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

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

Section 3.8 Core Employees

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

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

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

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

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

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

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

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

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

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

ARTICLE 4
UNION ACCESS AND STEWARDS

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

Section 4.2 Stewards

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

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

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

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

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

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

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

ARTICLE 5
WAGES AND BENEFITS

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

Section 5.2 Benefits

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

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

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

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

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

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

ARTICLE 6
WORK STOPPAGES AND LOCK-OUTS

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

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

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

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

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

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

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

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

Section 6.6 Best Efforts to End Violations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7
WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

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

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

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

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

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

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

ARTICLE 8
MANAGEMENT RIGHTS

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

(a) Plan, direct and control operations of all work;

(b) Hire, promote, transfer and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements;

(c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations;

(d) Discharge, suspend or discipline their own employees for just cause;

(e) Utilize, in accordance with City approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and

(f) Assign overtime, determine when it will be worked, and the number and identity of employees engaged in such work, subject to such provisions in the applicable MLA(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

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

(a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements;

(b) Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at a particular location;

(c) At its sole option, terminate, delay and/or suspend any and all portions of the covered work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the City's Facilities and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities;

(d) Approve any work methods, procedures and techniques used by Contractors whether or not these methods, procedures or techniques are part of industry practices or customs; and

(e) Investigate and process complaints, in the matter set forth in Articles 6 and 9.

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

Section 8.4 Special Equipment, Warranties and Guaranties

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

(b) The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Union agrees that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install, or work

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

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

ARTICLE 9
SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 9.1 Cooperation and Harmony on Site

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 10
REGULATORY COMPLIANCE

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

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

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

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

ARTICLE 11
SAFETY AND PROTECTION OF PERSON AND PROPERTY

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

ARTICLE 12
APPRENTICES

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

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

Section 12.2 Use of Apprentices

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

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

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

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

ARTICLE 13
PRE-JOB CONFERENCES

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

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

ARTICLE 14
WORK OPPORTUNITIES PROGRAM

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

a) Encourage the referral and utilization, to the extent permitted by law and hiring hall practices, of qualified Area Residents as journeymen, and apprentices on the Project and entrance into such qualified apprenticeship and training programs as may be operated by signatory Unions; and

b) Assist Area Residents in contacting pre-apprenticeship programs that utilize the Building Trades multi-craft core curriculum (MC3) and the Apprenticeship Training Committees for the crafts and trades they are interested in. The Unions shall assist Area Residents who are seeking Union jobs on the Project and Union membership in assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-union Contractors. The Unions shall put on their rolls qualified bona fide Area Residents for work on this Project; and

c) Support local events and programs designed to recruit and develop adequate numbers of qualified workers in the construction industry.

ARTICLE 15
SAVINGS AND SEPARABILITY

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

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

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

ARTICLE 16
WAIVER

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

ARTICLE 17
AMENDMENTS

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

ARTICLE 18
DURATION OF THE AGREEMENT

Section 18.1 Duration

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

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

Section 18.2 Turnover and Final Acceptance of Completed Work

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

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

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

CITY OF MONTEBELLO

By: _____
David N. Torres
Mayor

LOS ANGELES/ORANGE COUNTIES BUILDING & CONSTRUCTION TRADES COUNCIL

By: _____
Ernesto Medrano
Executive Secretary

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

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

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

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

Asbestos Heat & Frost Insulators (Local 5) _____

Boilermakers (Local 92) _____

Bricklayers & Allied Craftworkers (Local 4) _____

Cement Masons (Local 600) _____

Electricians (Local 11) _____

Elevator Constructors (Local 18) _____

Gunite Workers (Local 345) _____

Iron Workers (Reinforced – Local 416) _____

Iron Workers (Structural – Local 433) _____

District Council of Laborers _____

Laborers (Local 300) _____

Laborers (Local 1184) _____

Operating Engineers (Local 12) 

Operating Engineers (Local 12) _____

Operating Engineers (Local 12) 

Painters & Allied Trades DC 36 _____

Pipe Trades (Local 250) _____

Pipe Trades (Local 345) _____

Pipe Trades (Plumbers Local 78) _____

Pipe Trades (Sprinkler Fitters Local 709) _____

Plasterers (Local 200) _____

Plaster Tenders Local (1414) _____

Roofers & Waterproofers (Local 36) _____

Sheet Metal Workers (Local 105) _____

Teamsters (Local 986) _____

Western States Regional Council of Carpenters _____

ATTACHMENT A – LETTER OF ASSENT

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

[Contractor's Letterhead]
City of Montebello
1234 address
City, state, zip code
Attn: _____

Re: Project Labor Agreement - Letter of Assent

To whom it may concern:

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

Sincerely.

[Name of Construction Company]

By: [_____] Name and Title of Authorized Executive

Contractor's State License No: _____

Project Name: _____

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

ATTACHMENT B

LOCAL RESIDENT ZIP CODES

(TIER 1)

CITY RESIDENTS

[to be supplied by the City]

(TIER 2)

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

90670
90671
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91896

91899

(TIER 3)

THE REMAINING ZIP CODES IN LOS ANGELES COUNTY

ATTACHMENT C

CITY OF MONTEBELLO
CRAFT REQUEST FORM

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

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

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

CONTRACTOR USE ONLY

To: Union Local # _____ **Fax#** (___) _____ **Date:** _____

Cc: **Project Labor Coordinator**

From: Company: _____ Issued By: _____

Contact Phone: (___) _____ Contact Fax: (___) _____

PLEASE PROVIDETHE FOLLOWING UNION CRAFT WORKERS.

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

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

Project Name: _____ Site: _____ Address: _____

Report to: _____ On-site Tel: _____ On-site Fax: _____

Comment or Special Instructions: _____

UNION USE ONLY

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

WORKER REFERRED

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

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

ATTACHMENT D

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

(rev. December 2019)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

pursuant to the procedures stated hereinabove.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX A: SPECIMEN REPORTING CRITERIA

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

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

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

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

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

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

[4] Methylenedioxymethamphetamine (MDMA)

[5] Methylenedioxyamphetamine (MDA)

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

TESTING POLICY FOR DRUG ABUSE

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

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

ATTACHMENT E
Golf Course Parcel Map



Print Form

ATTACHMENT B

Notice of Exemption

Appendix E

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

County Clerk
County of: Los Angeles

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

Project Title: Lincoln Street Rehabilitation Project (CP 946)

Project Applicant: City of Montebello

Project Location - Specific:

Lincoln Avenue, from N. Wilcox Ave. to 18th Street

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

Description of Nature, Purpose and Beneficiaries of Project:
Asphalt Pavement rehabilitation, street resurface and enhanced Americans with Disabilities (ADA) accessibility path of travel.

Name of Public Agency Approving Project: City of Montebello

Name of Person or Agency Carrying Out Project:

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

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

Reasons why project is exempt:
CEQA Guidelines Section 15301 (Existing Facilities) allows exemptions for maintenance of existing streets involving negligible or no expansion of capacity. The proposed resurfacing project qualifies as routine maintenance of existing public infrastructure.

Lead Agency Contact Person: Cesar Roldan Area Code/Telephone/Extension: (323) 887-1462

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: Date: 9/10/2026 Title: Director of Public Works

☒ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR:

Revised 2011

Print Form

Attachment C

Notice of Exemption

Appendix E

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

County Clerk
County of: Los Angeles

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

Project Title: FY 2026-27 SB 1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT (CP 951)
Project Applicant: City of Montebello

Project Location - Specific: RAYWOOD PL from AZALEA DR to END, HIBISCUS ST from AVENIDA DE LA MERCED to END, BALANDA DR from POPLAR AVE to 2ND ST, N. DONER DR from LOS AMIGOS AVE to AVENIDA DE LA MERCED, N. 3RD ST from AVENIDA DE LA MERCED to LOS AMIGOS AVE, VIA ALTAMIRA from BEVERLY BLVD to GARFIELD AVE, REPETTO AVE from N. GARFIELD AVE to END, KEENAN ST from VIA SAN DELARRO to DEWAR AVE, VIA BREVE from VIA SAN CLEMENTE to FINDLAY AVE, 4TH ST from WHITTIER BLVD to BEVERLY BLVD, 3RD ST from LOS ANGELES AVE to OLYMPIC LN, MOUNTAIN VIEW AVE from BLUFF RD to 4TH ST, GIVEN PL from BLUFF RD to 4TH ST, TAYLOR AVE from HARDING AVE to END, RUBIDOUX ST from MADISON AVE to HARDING AVE, TAYLOR AVE from MADISON AVE to HARDING AVE, 19TH ST from WHITTIER BLVD to MEDFORD ST, SPRUCE ST from CLEVELAND AVE to PALM DR, PALM DR from N. 10TH ST to N. MONTEBELLO BLVD, ALLIS DR from END to CAROB WY, 5TH ST from DATE ST to ALLIS DR, 3RD ST from ROOSEVELT AVE to LOHART AVE, 5TH ST from BEACH ST to JACMAR DR, CL CINCO from ROOSEVELT AVE to LOHART AVE, LOHART AVE from 3RD ST to CL CINCO

Project Locations – City: Montebello

Project Locations - County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project: Asphalt pavement rehabilitation, street resurface and enhanced American with Disabilities Act (ADA) accessibility path of travel.

Name of Public Agency Approving Project: City of Montebello
Name of Person or Agency Carrying Out Project: Cesar Roldan, Director of Public Works
Exempt Status: **(check one):**

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

Reasons why project is exempt: Exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project location listed above are street locations that will be resurfaced during the course of this project.

Lead Agency
Contact Person: Cesar Roldan Area Code/Telephone/Extension: 323-887-1462

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? **Yes** No

Signature: Date: September 10, 2026 Title: Director of Public Works
Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code. Date Received for filing at OPR: _____

Revised 2011

ITEM # 6

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: John Soria, Director of Transportation

SUBJECT: **APPROVE ISSUING AUTO BODY REPAIR AND PAINTING SERVICES REQUEST FOR PROPOSALS (RFP) NO. 27-01**

DATE: September 9, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve issuing Auto Body Repair and Painting Services Request for Proposals (RFP) No. 27-01; and
2. Take such additional, related, action as may be desirable.

FISCAL IMPACT:

There is no fiscal impact to issue Request for Proposals (RFP) No. 27-01 for Auto Body Repair and Painting Services (Attachment A). Once a vendor is selected for the award, staff will return to seek City Council approval of an agreement and, if necessary, amend the Transportation Department's adopted operating budget to appropriate funds. Therefore, a budget amendment is not needed at this time.

BACKGROUND/DISCUSSION:

The City of Montebello's Montebello Bus Lines (MBL) is soliciting proposals from qualified vendors to provide Auto Body Repair and Painting Services. MBL is responsible for ensuring the ongoing maintenance and safe operating condition of City-owned vehicles and equipment, including all aspects related to collision damage, body repair, painting, refinishing, and structural repair. This responsibility is carried out in full compliance with all applicable federal, state, and local licensing, environmental, regulatory, and safety requirements.

To support this effort, MBL utilizes auto body repair and painting services on an as-needed basis that cover both the materials and labor associated with vehicle repairs. These services include collision damage repair, general auto body repair, dent removal, body component replacement, glass repair and replacement, vehicle painting and refinishing, frame and structural repairs, wheel alignment, towing, pickup and delivery, and other related services. This approach helps ensure that City-owned vehicles and equipment remain roadworthy, reliable, properly maintained, and safe for daily service.

The goal of RFP No. 27-01 (Attachment A) is to provide comprehensive Auto Body Repair and Painting Services that include both materials and labor for City-owned vehicles and equipment. Therefore, staff recommend that the City Council approve issuing RFP No. 27-01 to solicit proposals from qualified vendors to assist MBL with Auto Body Repair and Painting Services.

A selection process will be used to evaluate proposals based on various qualitative components and award an agreement based on a combination of price and qualitative considerations. Qualitative considerations include a management plan, quality of proposed personnel, qualifications and experience, and technical approach. MBL is particularly interested in a vendor that possesses the experience required to provide auto body repair and painting services for municipal, commercial, and heavy-duty vehicles and deliver objective and measurable results.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend that the City Council approve issuing RFP No. 27-01, attached hereto in substantial form (Attachment A), for Auto Body Repair and Painting Services; and direct staff to take such additional related action as may be desirable.

ATTACHMENT(S)

1. Attachment A - RFP No. 27-01

City of Montebello

REQUEST FOR PROPOSALS (RFP) No. 27-01

BUS LINES

AUTO BODY REPAIR AND PAINTING SERVICES

September 10, 2026

ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

NOTE: Updates, changes or addendums to the RFP are posted at:
https://pbsystem.planetbids.com/portal/33072/portal-home

TABLE OF CONTENT

Section	Page(s)
INTRODUCTION	**4**
COVER LETTER	**5**
TIMETABLE & SCHEDULE OF EVENTS	**7**
PROPOSAL SUBMISSION CHECKLIST	**7**
SECTION 1 - INSTRUCTIONS TO CONTRACTORS	**8**
Proposal Format and Submittal	
Examination of Proposal Documents	
SECTION 2 - GENERAL TERMS AND CONDITIONS	**9-16**
Addenda	
Clarifications	
Discrepancies and Misunderstandings	
Withdrawals of Proposal	
References	
Proposal Signatures	
Pre Contractual Expenses	
City of Montebello Rights	
State Credentials and Taxes	
Responsibility for Compliance with Legal Requirements	
Confidentiality and Public Record	
Joint Offers	
Company Personnel	
Single Proposal Response	
Protest Procedures	
Incorporation of Proposal into Agreement	
Time of Completion	
Payment	
Contract Documents	
Scope of Contract	
Performance of Work	
Award of Contract	
Point of Contact	
Evaluation of Proposals	
Proposal Evaluation Criteria	
SECTION 3 - OTHER REQUIREMENTS	**17-18**
Licensing and Permit Requirement	
Liquidation Damages	
Bond Requirements	
SECTION 4 – FEDERAL REQUIREMENTS	**19-33**
Federal Funding, Incorporation of FTA Terms	
Federal Changes	
No Government Obligation to Third Parties	

Program Fraud and False or Fraudulent Statements or Related Acts
Inspection and Retention of Records
Suspension and Debarment
Termination
Civil Rights Requirements
Disadvantaged Business Enterprise (DBE)
Buy America
Remedies/Sanctions for Breach of Contract
Federal Prohibited Interest
Lobbying
Clean Air Requirements
Clean Water Requirements
Cargo Preference
Fly America Requirements
State Labor Provisions/Labor Compliance/Contract Work Hours and Safety
Standards Act
Seismic Safey
Safety and Health Regulation
Federal Energy Conservation Requirements
Recycled Products
Access Requirements for Individuals with Disabilities
Privacy Act
Federal Drug and Alcohol Requirements

SECTION 5 - SCOPE OF WORK **34-39**

SECTION 6 - QUALIFICATIONS **40**

SECTION 7 - FORM OF CONTRACT (SAMPLE) **41-51**

SECTION 8 - FORMS AND CERTIFICATIONS **52-54**

Letter of Transmittal

EXHIBITS **55**
Exhibit A - Indemnification and Hold Harmless Agreement and
Waiver of Subrogation and Contribution
Exhibit B – References
Exhibit C – Insurance
Exhibit D – Cost Proposal Sheet
Exhibit E – Bidder's List of Sub-Contractor (DBE and Non- DBE)
Exhibit F – Certification Regarding Debarment, Suspension and Other Responsibility
Matters - Primary Covered Transactions
Exhibit G – Performance Guarantee Certification
Exhibit H – Performance Bond
Exhibit I – Irrevocable Standby Letter of Credit Certificate
Exhibit J – Bank Draft
Exhibit K – Drug Free Workplace
Exhibit L – Compliance with 49 CFP Part 655

INTRODUCTION

The City of Montebello (City), Montebello Bus Lines (MBL), invites proposals from fully qualified and experienced contractors, licensed in the State of California, to provide auto body repair and painting services for City-owned vehicles and equipment on an as-needed basis. The Contractor's role will be to assess vehicle damage and provide complete repair, refinishing, and related services in accordance with industry standards and City requirements. The Contractor will ensure that all repairs are completed using qualified personnel, approved equipment, and professional repair practices tailored to the City's operational needs. The Contractor will be tasked with providing detailed written estimates, completing approved repairs within reasonable timeframes, and ensuring all workmanship and materials meet applicable quality and safety standards. The Contractor will also provide vehicle pickup, delivery, towing, warranty support, and any related services necessary to return City vehicles to safe and reliable operating condition.

The City operates MBL to provide reliable and efficient public transportation services to the residents of Montebello and neighboring communities. As the third-largest municipal bus system in Los Angeles County, MBL proudly serves 2.6 million passengers a year throughout the communities of Alhambra, Bell Gardens, San Gabriel, Boyle Heights, Commerce, Downtown Los Angeles, East Los Angeles, La Mirada, Montebello, Monterey Park, Pico Rivera, Rosemead, South Gate, and Whittier.

In addition, the City reserves the right to reject any or all proposals, to waive information or irregularities to the extent permitted by law in any proposal received, and to be the sole judge of the merits of the respective proposals received.

DATE: September 10, 2026

ATTENTION: PROSPECTIVE CONTRACTORS

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 27-01

TITLE: CITY OF MONTEBELLO and MONTEBELLO BUS LINES

AUTO BODY REPAIR AND PAINTING SERVICES

The City of Montebello (City), Montebello Bus Lines (MBL), is seeking proposals from fully qualified and experienced contractors, licensed in the State of California, to provide auto body repair and painting services for City-owned vehicles and equipment on an as-needed basis. The Contractor's role will be to assess vehicle damage and provide complete repair, refinishing, and related services in accordance with industry standards and City requirements. The Contractor will ensure that all services are performed using qualified personnel, approved equipment, and professional repair practices tailored to the City's operational needs. If repairs are authorized by the City, the Contractor will be tasked with providing detailed written estimates and completing all approved work within reasonable timeframes, ensuring the vehicles are returned to safe and reliable operating condition. The Contractor will coordinate with City representatives throughout the inspection, repair, pickup, and delivery process. Additionally, the Contractor will be responsible for ensuring compliance with all applicable regulations, licensing requirements, and safety standards throughout the contract term.

The term of the proposed agreement shall be a **three-year (3-year) term, with the option to extend for an additional two (2), one-year (1-year) terms**, commencing upon the date of execution between the City and the successful contractor.

A Pre-Proposal Meeting will be held on **Thursday, September 24, 2026.** The meeting will convene at **3:00pm** Pacific Standard Time in the Transportation Building located at 400 South Taylor Avenue, Montebello.

It is highly recommended that all potential contractors ("Contractors") attend this important meeting. All correspondence, communications, and contact concerning any aspect of this solicitation or offers shall be only with the following person [or his designated representative if applicable] (hereinafter, the "City's Point of Contact").

Name: Robert Fierro
Title: Senior Management Analyst
Address: 400 S. Taylor Ave.
Montebello, CA 90640
Telephone: (323) 558-1625 ext.1115
E-mail: RFierro@MontebelloCA.gov

Only substantive inquiries will receive a response. All substantive questions submitted in writing, as outlined below, will be responded to according to the guidelines contained herein. Responses will be in writing and will be provided to all prospective Contractors and placed on the City's website. Responses to questions or comments regarding this RFP provided by any other department, employee, or City department other than the City's Point of Contact set forth above shall not be considered valid and the

City will not be bound by any such comments or responses. Inquiries received via telephone or orally in-person will not receive a response.

Proposals must be received by **3:00pm** Pacific Standard Time, on **Thursday, October 15, 2026,** and submitted in accordance with the instructions contained in this RFP. No exceptions will be granted regardless of reason or circumstances.

All proposals must contain an original signature by an authorized officer of the company.

The successful Contractor will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City hereby notifies all prospective Contractors that the City will require each Contractor affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole under this RFP and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

The City reserves the right to reject any or all proposals, to accept all or any part of any proposal, to waive any informality or minor irregularities in any proposal received to the extent permitted by law and where such action best serves the interest of the City, and to be the sole judge of the merits of the respective proposal received.

The City and MBL are committed to ensuring that no person is excluded from participation in, or denied the benefits of its programs and/or services on the basis of race, color or national origin in accordance with FTA Circular 4704.1 and Title VI of the Civil Rights Act of 1964, as amended ("Title VI"). In addition to Title VI, NTS also prohibits discrimination based on sex, age or disability.

Any person who believes he or she has been subjected to discrimination under Title VI can file a complaint with MBL. For more information on MBL's Civil Rights Program, and the procedures to file a complaint, contact:

Name: John Soria
Title: Director of Transportation
Address: 400 S. Taylor Ave.
Montebello, CA 90640
Telephone: (323) 558-1625, ext. 1315
Fax Number: (323) 887-4643
E-mail: RideMBL.com

You may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to:

U.S. Department of Justice
Civil Rights Division
Federal Coordination and Compliance Section, NWB
950 Pennsylvania Avenue, N.W. Washington, D.C. 20530
More information on Title VI is available from the Justice Department online at www.justice.gov

TIMETABLE & SCHEDULE OF EVENTS (30-90 Days)

Scheduled Tasks	Scheduled Date	
Issuance of RFP	Thursday	September 10, 2026
Pre-Proposal Meeting	Thursday	September 24, 2026, at 3:00 PM PST
Deadline to Submit Questions	Thursday	October 1, 2026, at 3:00 PM PST
Responses to Questions Provided	Thursday	October 8, 2026
Deadline to Submit Proposals	Thursday	October 15, 2026, at 3:00 PM PST
Presentations & Intent to Award	November 2026	

PROPOSAL SUBMISSION CHECKLIST

This checklist must be completed and returned with the Proposal. Failure to return this checklist may be cause for considering the Proposal non-responsive.

	Description	Section/ Page	Contractor shall initial here
1	Proposal	Page # 5	
2	Letter of Transmittal	Page # 40	
3	Licensing, Permits, and Certificates	Page # 17	
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	
5	References	Exhibit B	
6	Insurance	Exhibit C	
7	Cost Proposal Sheet	Exhibit D	
8	Bidder's List of Sub-contractor(s) (DBE and Non-DBE)	Exhibit E	
9	Certification Regarding Debarment, Suspension….	Exhibit F	
10	Performance Guarantee Certification	Exhibit G	
11	Performance Bond	Exhibit H	
12	Irrevocable Standby Letter Of Credit Certificate	Exhibit I	
13	Bank Draft	Exhibit J	
14	Certification of Drug-Free Workplace	Exhibit K	
15	Certificate of Compliance with 49 CFR Part 655	Exhibit L	
	OPTIONAL ITEMS		
16	Requests for exceptions or deviations.	Page # 8	

Company Name:	
Name of Contractor initialing document (print):	
Email address of Company Contact:	
Signature:	
Title:	
Date:	

SECTION 1 - INSTRUCTIONS TO CONTRACTORS

PROPOSAL FORMAT AND SUBMITTAL

Proposals can be submitted via the https://pbsystem.planetbids.com/portal/33072/portal-home Portal (accessed through the City of Montebello's official website at https://cityofmontebello.hosted2.civiclive.com/cms/One.aspx?portalId=58756&pageId=84839)up to the hour of **3:00 p.m. on Thursday, October 15, 2026.**

All proposals must contain an original signature by an authorized officer of the company. Proposals received after the above listed date and time will not be considered.

Proposals shall not include a photocopy of the following:

- INSTRUCTIONS TO CONTRACTORS,
- 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 Contractors' 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 Contractor'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. Contractor 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, Contractor represents that: (1) Contractor has thoroughly examined and become familiar with the Scope of Work required under this RFP, (2) Contractor comprehends all

conditions that may impact the proposal, (3) Contractor has reviewed all addenda, and (4) Contractor is capable of providing the equipment, goods and services necessary to perform the Scope of Work and/or meet the specifications outlined in this RFP, in a manner that meets the City's objectives. Failure to examine the documents and inform themselves shall be at the Contractors' own risk. A Contractor 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 Contractor 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 Contractor 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 Contractor require clarifications of this RFP, the Contractor shall notify the contact person identified in this RFP in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter. Said addendum shall be posted on the https://pbsystem.planetbids.com/portal/33072/portal-home web page.

All questions, clarifications or comments must be submitted no later than **3:00 pm, Thursday, October 1, 2026**. No questions will be answered individually by the City or Transportation Department.

Requests for clarification, questions and comments must be clearly posted on the PlanetBids Q & A section. The City is not responsible for failure to respond to a request that has not been submitted in accordance with this section.

Responses by the City to the clarifications, comments and questions will be communicated via PlanetBids. Every attempt will be made to provide responses to all Contractors 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

Contractors may withdraw their proposals in writing, provided that such requests are received by the City prior to the scheduled deadline for Proposal submission or within six months following the scheduled deadline for Proposal submission when no contract has been awarded.

REFERENCES

All reference information requested in this RFP and specified in the form included in this RFP must be submitted with the proposal. Refer to Exhibit B.

At the discretion of the Evaluation Committee, the City may elect to perform site visits at the Contractor'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 contractors 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 contractor's implementation and performance.

PROPOSAL SIGNATURES

If an individual makes the proposal, it shall be signed, and the full name and address of the Contractor shall be given.

If a partnership makes the proposal, it shall be signed with the partnership name, by a member of the partnership who shall sign by name and the name and address of each partner shall be given.

If a corporation prepares the proposal, the name of the corporation shall be provided and signed by two (2) duly authorized Officers and, if available, stamped with the corporate seal, and the names and titles of all officers of the corporation shall be given. If a corporation provides a certified letter stating that one (1) duly authorized officer signature is binding for the corporation, this will suffice to omit the second signature requirement in the proposal. Certified letter is to be included in the proposal accompanied with the Letter of Transmittal.

PRE-CONTRACTUAL EXPENSES

The City will be under no obligation for payment of pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by contractor 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 Contractor prior to date of award.

CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

1. Reject any and/or all proposals for no reason or any reason including but not limited to the following:
    a. The proposal is incomplete, non-responsive, obscure, irregular or lacking necessary detail and specificity.
    b. The Contractor, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
    c. 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.
2. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform.
3. Accept all or any part of a proposal.
4. Cancel the entire RFP;
5. Issue subsequent RFPs; and/or
6. Waive any errors or informalities in any proposal, to the extent permitted by law.

STATE CREDENTIALS AND TAXES

The Contractor 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 Contractor. The successful Contractor is liable for any and all taxes due as a result of the contract.

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

The Contractor'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 Contractors are hereby put on notice that each Proposal received shall become the exclusive property of the City. Notwithstanding authorized exemptions and privileges, each proposal shall be subject to disclosure according to the California Public Records Act and/or the Federal Freedom of Information Act. The City shall not in any way be liable or responsible for the disclosure if required to do so by law.

JOINT OFFERS

Where two or more Contractors 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 Contractors may be considered collusive and may be rejected as non-responsive.

COMPANY PERSONNEL

It shall be the burden of the successful Contractor to ensure all personnel possesses qualifications and/or experience. All personnel required to perform the services herein shall be secured at the expense of the successful Contractor. Personnel shall not be employees of or have any contractual relationship with the City. Successful Contractor's personnel shall always conduct themselves in a professional manner to all City employees. Rude or discourteous behavior by the successful Contractor will not be tolerated and the offense can be justification for termination of contract. All sub-contractors of successful Contractor 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 Contractor. 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, Contractor 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 Contractor'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 Contractor.

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 contractor (the "Contractor"), the time of completion shall be extended by a number of days to be determined in each instance by mutual agreement between the Contractor and MBL.

PAYMENT

A separate invoice, referencing the respective purchase order number, shall be issued in duplicate for each invoice shown in the payment schedule, and addressed to:

City of Montebello
Attn: Accounts Payable
1600 West Beverly Boulevard
Montebello, California 90640

Payment will be made within thirty (30) days after acceptance and approval of invoice.

Payment Schedule: Monthly
Provide One (1) invoice monthly.

CONTRACT DOCUMENTS: ORAL CHANGES / CONTRACT TERMINATION

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

Contract Termination: MBL may terminate any resulting contract for convenience at any time by giving the Contractor five (5) days' written notice thereof. Upon termination, MBL shall pay the Contractor 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 Contractor 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 Contractor 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 contractor shall be liable for all costs incurred by MBL because of such default.

SCOPE OF CONTRACT

The Contractor 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 Contractor 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 Contractor 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 Contractor 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. Contractors should be aware; however, that award may be made without interviews or further discussions.

The City may negotiate contract terms with the selected Contractor prior to award and expressly reserves the right to negotiate with several Contractors simultaneously and, thereafter, to award a contract to the Contractor offering the most favorable terms to the City. However, negotiations may or may not be conducted with Contractors; therefore, the proposal submitted should contain the most favorable terms and conditions, since the selection and award may be made without discussion with any Contractor.

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 Management Analyst will be the sole point of contact ("Point of Contact") during the RFP submission and procurement process. Communications initiated by respondents to this RFP with members of the City Council, or officers, personnel or employees of the City, other than as coordinated by the Point of Contact, may be grounds for disqualification. Any inquiries or requests during this submission or procurement process shall be submitted in writing to the following Point of Contact:

City of Montebello Transportation Department

Attention: Robert Fierro
Senior Management Analyst
400 South Taylor Ave.
Montebello, CA 90640
(323) 558-1625 ext. 1115
Email: RFierro@MontebelloCA.gov

If the Point of Contact determines a response to any such inquiry is warranted, said response will be issued to all prospective Contractors 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. Contractors 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

- Contractor 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 Contractor can meet the insurance requirements in the RFP should be attached to proposal.
- Contractor has demonstrated evidence of good standing. If the Contractor 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 Contractor 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 Contractor is operating under a fictitious name or trade name, provide evidence that the Contractor has filed for and/or registered the fictitious name with the county where the Contractor'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 Contractors 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 Contractors to consider the dialog of negotiations and revise their proposals. A deadline will be set for the submission of the revised proposals. If a Contractor is unable to meet the deadline or chooses not to revise its proposal, its' existing proposal will be rescored along with revised proposals in the same manner as the original proposals.

EVALUATION CRITERIA

Award will be made to the Offeror whose proposal offers the best value to the City. Proposals that meet the pass/ fail criteria now will be evaluated in accordance with the following criteria:

QUALITATIVE CONSIDERATIONS

The Contractor'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 Contractor's knowledge of the standards outlined in the Scope of Work.	**20 points**
2	**Proposed Project Team** Qualifications and experience of management, staff, and other personnel; comprehensiveness of the service plan and the team's familiarity with auto body repair and painting services for municipal vehicles and equipment.	**10 points**
3	**Qualifications and Experience** Demonstrate experience providing auto body repair and painting services of the same or similar magnitude. Presentation of a portfolio of relevant auto body repair, painting, and municipal fleet service experience and expertise most advantageous to the City.	**15 points**
4	**Technical Approach** Contractor will submit with their proposal a written plan of action. Plan of action shall include contact persons and schedule adherence, as well as invoicing process. Understanding of the RFP requirements and illustrating the ability to meet performance objectives, compliance with all technical and administrative requirements, financial viability, accounting, and reporting.	**30 points**
	TOTAL	**75 points**

Price Considerations

The Price proposals will be evaluated as follows:

5	**Price** The Contractor's price proposal will be compared to the proposal with the Best Value to the City. The best value responsive price will receive the total weighted value for this criterion.	**25 points**
	TOTAL	**25 points**

SECTION 3 - OTHER REQUIREMENTS

LICENSING AND PERMITS

The Contractor 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 Contractor to resolve personnel and Contract performance challenges as they may arise, however, certain proven contractual violations may result in the assessment of liquidated damages at MBL's discretion.

Whenever assessed, MBL and CONTRACTOR agree that in case the item or equipment embraced in this Proposal shall not have been completed due to the failure of the CONTRACTOR, MBL should recover said sum or sums of money, equal to the cost of engineering, inspection of work, and any additional and other expenses incurred from the CONTRACTOR, from the surety or from both. The amount of these deductions shall be assessed as liquidated damages and are not to be considered penalties. For administrative purposes, $100 per-hour "not to exceed $1,200 per-day," for every day beyond the specified date, as extended, shall be withheld as a special reserve to be applied as liquidated damages, if any, the amount of said damages to be determined as per the above-mentioned method.

BOND REQUIREMENTS

Bid Guarantee

The Contractor shall furnish a bid guarantee in the form of a bid bond, or certified treasurer's or cashier's check issued by a responsible bank or trust company, made payable to the City. The amount of such guaranty shall be equal to 5% of the bid price.

In submitting this bid, it is understood and agreed by the Contractor that the City reserves the right to reject all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of ninety (90) days subsequent to the opening of bids, without the written consent of City.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within ninety (90) days after the bid opening without the written consent of the City, or refuse or be unable to enter into an agreement as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guarantee to the extent City's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting Contractor's bid guarantee shall prove inadequate to fully recompense the City for the damages occasioned by default, then the undersigned Contractor agrees to indemnify the City and pay over to the City the difference between the bid guarantee and City's total damages so as to make City whole.

The undersigned understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive (Exhibit H. Performance Bid Guarantee). A copy of the bid bond can be submitted via the PlanetBids Portal https://pbsystem.planetbids.com/portal/33072/portal-home.

Performance Guarantee

A Performance Guarantee in the amount of 10% 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 Contractor and shall remain in full force for the term of the Agreement.

The successful Contractor 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 Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Contractor 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 Contractor. The Contractor 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 Contractor to perform under the Contract. It must specifically reference the Contract between the City and the Contractor 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 Contractor is in default under the Contract.

SECTION 4 – FEDERAL REQUIREMENTS

Federal Funding, Incorporation of FTA Terms

The preceding provisions include, in part, certain standard terms and conditions required by the U.S. Department of Transportation ("DOT"), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in Federal Transit Administration ("FTA") Circular 4220.1F or its successors are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The CONTRACTOR shall not perform any act, fail to perform any act or refuse to comply with any AGENCY requests that would cause AGENCY to be in violation of the FTA terms and conditions.

Federal Changes

The CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between AGENCY and FTA, as they may be amended or promulgated from time to time during the term of this Contract. CONTRACTOR'S failure to so comply shall constitute a material breach of this Contract.

No Government Obligation to Third Parties

The AGENCY and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a part to this Contract and shall not be subject to any obligations or liabilities to the AGENCY, CONTRACTOR, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

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

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

The CONTRACTOR also acknowledges that if it makes, or caused to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract

connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

The CONTRACTOR agrees to include the above two clauses in each sub-contract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clauses shall not be modified, except to identify the Sub-contractor who will be subject to the provisions.

Inspection and Retention of Records

The CONTRACTOR shall permit authorized representatives of the AGENCY, the FTA Administrator, and the Comptroller General of the United States to inspect and audit all data and records of the CONTRACTOR relating to its performance and its sub-contracts under this Contract from the date of the Contract through and until the expiration of three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case CONTRACTOR agrees to maintain same until the AGENCY, the FTA Administrator, and the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. The AGENCY retains ownership of all project documents and records maintained by the CONTRACTOR on behalf of the AGENCY.

Suspension and Debarment

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals, as such defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

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

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

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

Termination

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

For any breach deemed by the non-defaulting party to constitute a material breach, the defaulting party is required to cure the breach within five (5) calendar days upon receipt of written notice. For any breach deemed by the non-defaulting party to constitute a non-material breach, the defaulting party is obligated to cure such breach within ten (10) calendar days upon receipt of written notice. However, if the nature

of the non-material breach requires more than ten (10) days to cure, the defaulting party shall have thirty (30) days to diligently pursue and complete a cure.

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

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

Civil Rights Requirements

During the performance of this contract, the CONTRACTOR agrees as follows:

A. Nondiscrimination – In accordance with Title VI of the Civil Rights Act, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Contract:

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

2. Age - The CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age.

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

C. The CONTRACTOR also agrees to include these requirements in each sub-contract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Disadvantaged Business Enterprise (DBE)

AGENCY Assurance: AGENCY shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract, or in the administration of its DBE Program. AGENCY shall take all necessary and reasonable steps under Part 26, Title 49 of the Code of Federal Regulations (CFR), to ensure nondiscrimination in the award and administration of DOT-assisted contracts. AGENCY'S DBE Program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this Contract. Implementation of this DBE Program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Contract. Upon notification to AGENCY of its failure to carry out its approved program, the DOT and/or the Federal Transit Administration (FTA) may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801 et seq.).

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

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

Contract Goals: AGENCY intends to meet its goal to the maximum extent feasible through race neutral measures, including the encouragement of DBE participation on contracts which have no specific DBE goal. Where race-neutral measures are inadequate to meet the annual overall goal, AGENCY will establish specific contract goals for particular projects with subcontracting opportunities.

At this time, AGENCY will meet DBE goal on federally assisted projects through race neutral measures. AGENCY supports the use of race neutral measures to facilitate participation by DBEs and other small businesses, and encourages prime contractors to subcontract portions of their work that might otherwise perform with their own forces.

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

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

The kinds of effort that will be considered demonstrative of "Good Faith Efforts" include, but are not limited to, the following: Whether the CONTRACTOR solicited through all reasonable and available means

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

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

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

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

In connection with the performance of this Contract, the CONTRACTOR will cooperate with AGENCY in meeting these commitments and objectives.

Required Proposal/Proposal Submittals: The CONTRACTOR shall submit with its Proposal the name and address of each Sub-contractor it intends to employ, a description of the work which the Sub-contractor is to do, the dollar amount of each Sub-contractor contract, and such other information as may be required in order that AGENCY'S approval may be obtained as to reliability and ability to perform the work **(Contractors List of DBE Participating Firms).**

In addition, contractor shall submit within five (5) days of proposal opening the names and addresses of all DBE firms that will participate in the Contract; a description of the work that each DBE will perform; the dollar amount of the participation of each DBE firm; written documentation of commitment to use DBE Subcontractors whose participation the CONTRACTOR submits to meet the Contract goal; and written

confirmation from the DBE that it is participating in the Contract as provided in the CONTRACTOR's commitment. **(Statement of Disadvantaged Business Enterprise Participation)**

AGENCY shall require that any DBEs listed by contractors for participation in the Contract be certified as eligible DBEs. AGENCY will accept current certifications by the DOT and its agencies, the Small Business Administration, or other DOT federal financial assistance recipients, as appropriate. **Within five (5) days of proposal opening, DBEs with current certification must attach a copy of their current Letter of Certification and a copy of their current Statement of Personal Net Worth.**

AGENCY will require any firm listed, but not currently certified as a DBE, to submit the proper certification information within five (5) days of proposal opening in order to be included in the contractor's DBE achievement.

CONTRACTOR Assurance: Pursuant to 49 CFR Part 26, the CONTRACTOR is required to make the following assurance in its agreement with AGENCY and to include this assurance in any agreements it makes with subcontractors in the performance of this Contract:

"The CONTRACTOR or Sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR or Subcontractor 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 AGENCY deems appropriate."

Prompt Payment to Sub-contractors: The CONTRACTOR must pay Sub-contractors for satisfactory performance of their contracts no later than 15 days from the receipt of payment made to the CONTRACTOR by AGENCY. Prompt return of retainage payments from the CONTRACTOR to the Sub-contractor will be made within 15 days after the Sub-contractor's work is satisfactorily completed.

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

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

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

Contract Change or Amendment: When a contract change or amendment is made, the CONTRACTOR will submit a statement to the DBE Officer regarding how the change may affect DBE sub-contracting.

Reporting DBE Participation: The CONTRACTOR is required to report all DBE participation on their contract whether or not the contract contains a specified DBE goal. The CONTRACTOR is not to count participation of a DBE Subcontractor until the amount being counted has been paid to the DBE.

Counting DBE Participation toward the Contract Goal: Only the work actually performed by a DBE will be counted towards the DBE goal. The cost of supplies and materials obtained by the DBE or equipment leased (except from the CONTRACTOR or its affiliate) may also be counted.

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

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

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

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

Evaluation of Proposals with DBE Goals: After the proposal opening, or submission of proposals, the DBE Officer shall evaluate all proposals with regard to the DBE requirements to determine a recommendation for award of contract. The responsible contractor, who also meets the Contract-specific goal or demonstrates good faith efforts, shall be recommended for contract award. In the event that the contractor does not meet the Contract-specific goal or demonstrate good faith efforts, the DBE Officer shall evaluate the next proposal.

Buy America

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

A. When its application is against the public interest (as decided by the FTA Administration on a case-by-case basis).

B. When the required materials and products are not produced in the U.S. in sufficient quantities and of satisfactory quality.

C. When, in the procurement of buses and other rolling stock, the cost of the components which are produced in the U.S. is more than 65 percent of the cost of all components of the vehicle or equipment, and if the final assembly takes place in the U.S.

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

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

When a petition for investigation has been filed with FTA before award, the AGENCY reserves the right to not make an award prior to the resolution of the investigation by FTA and when a request for investigation has been filed with FTA before the opening of proposals, the AGENCY reserves the right to not open proposals prior to the resolution of the investigation by FTA. The CONTRACTOR and all Sub-contractor with contracts of $100,000 or more are required to certify compliance or non-compliance with this provision by submitting the attached "Buy America" Provision, with the proposal.

Remedies/Sanctions for Breach of Contract

Pursuant to Article XII of the Contract, the AGENCY may terminate the Contract if the successful Contractor breaches the terms or violates the conditions of the Contract, and does not cure such breach or violation within the specified time period. The successful Contractor shall be liable for any and all costs incurred by AGENCY as a result of such default, including but not limited to re-procurement costs of the same or similar services defaulted by the successful Contractor under this Contract [49CFR 18.36(i)(2)].

Federal Prohibited Interest

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising there from {FTA Grant Agreement, Part II, Sec. 114 (m)}.

Lobbying

CONTRACTORS who apply or proposal for an award of $100,000 or more shall file the certification required by 49 C.F.R. Part 20, "Restrictions on Lobbying." 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 shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

If the successful offeror, and/or primary Sub-contractor, did engage in lobbying activities, then OMB Standard Form LLL "Disclosure of Lobbying Activities" must also be completed and submitted to AGENCY. Form is available upon request.

Clean Air Requirements

The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The CONTRACTOR agrees to report each

violation to the AGENCY and understands and agrees that the AGENCY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The CONTRACTOR also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Clean Water Requirements

The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The CONTRACTOR agrees to report each violation to the AGENCY and understands and agrees that the AGENCY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The CONTRACTOR also agrees to include these requirements in each sub-contract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Cargo Preference

The CONTRACTOR agrees to the following clauses for the purchase of equipment, materials or commodities that may be transported by ocean vessel in carrying out the project:

A. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

B. To furnish within 20 working 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 the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590, and to AGENCY (through the CONTRACTOR in the case of a Sub-contractor's bill-of-lading).

C. To include these requirements in all sub-contracts issued pursuant to this Contract.

Fly America Requirements

The CONTRACTOR agrees to comply with 49 U.S.C. § 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The CONTRACTOR shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate

of compliance with the Fly America requirements. The CONTRACTOR agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

State Labor Provisions/Labor Compliance/ Contract Work Hours and Safety Standards Act

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

CONTRACTOR agrees to abide by the provisions of the State Labor Code, and to comply with the prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations. FTA Grant Agreements, part II, section 119 (a).

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

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

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

A. Apprentices - All apprentices employed on this project shall be bona fide apprentices registered with the State of California, Division of Apprenticeship Standards.

B. Certified Payroll - All CONTRACTORS shall submit weekly certified payroll records for all laborers and mechanics furnishing labor to the project not later than ten calendar days after the closed payroll period.

C. Payment Of The Prevailing Wage - The CONTRACTOR and all Sub-contractors under him shall pay not less than the specified prevailing wage rate to all workmen employed in the execution of the contract.

D. Working Hours - The CONTRACTOR shall pay workers employed on the Contract not less than the appropriately specified straight time and overtime prevailing wages for all hours worked.

E. Employee Interviews - AGENCY, through its representatives, will conduct weekly on-site interviews of workers employed on the Contract. The interviews shall be conducted without the interference or obstruction of the CONTRACTOR. No worker who is interviewed is to be threatened, coerced, or intimidated.

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

Contract Work Hours and Safety Standards Act

A. Overtime requirements - No CONTRACTOR or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5, the CONTRACTOR and any sub-contractor responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5 in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5.

C. Withholding for unpaid wages and liquidated damages – AGENCY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) (2) of 29 CFR Section 5.5.

D. Sub-Contracts - The CONTRACTOR or sub-contractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier sub-contracts. The prime CONTRACTOR shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in this section.

E. Payrolls and basic records - Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

Seismic Safety

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

Safety and Health Regulation

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

Federal Energy Conservation Requirements

The CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Recycled Products

The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. The CONTRACTOR also agrees to include these requirements in each sub-contract.

Access Requirements for Individuals with Disabilities

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

A. U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. Part 37;

B. U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

C. U.S. DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;

D. Department of Justice (DOJ) regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

E. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

F. General Services Administration regulations, “Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19.

G. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

H. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 C.F.R. Part 64, Subpart F; and

I. FTA regulations, “Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609.

Privacy Act

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

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

Federal Drug and Alcohol Regulations

A. Contractor hereby certifies that it will provide a drug and alcohol-free workplace and shall at all times during the term of the contract, observe and comply with the U.S. Department of Transportation and Federal Transit Administration's Drug and Alcohol testing regulations.

B. Contractor should establish and maintain a drug and alcohol policy to assure employee fitness for duty and to protect employees, passengers, and the public from the safety and health risks posed by the misuse of alcohol and the use of prohibited drugs. The policy shall comply with all applicable State and Federal regulations governing workplace anti-drug use and alcohol misuse programs in the transportation industry. They shall include the regulations promulgated by the U.S. Department of Transportation (DOT) and the Federal Transit Administration (FTA) , and include the following: DOT 49 CFR Part 40, as amended ("Procedures for Transportation Workplace Drug and Alcohol Testing Programs"); FTA 49 CFR Part 655 ("Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations"); DOT 49 CFR Part 29 ("Drug-Free Workplace Act of 1988"); and California Government Code Sections 8350 et seq. ("Drug-Free Workplace Act of 1990"). The Policy shall incorporate the requirements of the above regulations for safety-sensitive employees.

C. Contractor must submit its drug and alcohol testing policy to the City

D. City must certify annual compliance to FTA and shall provide assistance to Contractor in completing annual Management Information Systems reports during the term of the contract.

i. Contractor shall submit to City drug and alcohol testing data using the appropriate FTA prescribed forms on an annual basis, no later than February 15th of each year following the close of the previous calendar year.

ii. Contractor shall submit to City drug and alcohol testing data using the appropriate FTA prescribed forms on an annual basis, no later than February 15th of each year following the close of the previous calendar year.

City of Montebello
Department of Transportation
400 South Taylor Avenue
Montebello, CA 90640
Attn: Drug and Alcohol Program Manager

E. Contractor shall provide City or designee with quarterly drug and alcohol testing reports using the applicable forms required by the FTA. The quarterly report must be submitted no later than the 15th of the month following the close of each quarter, as described below. Continued payment of Contractor invoices by City is contingent upon Contractor submission of the required reports on a timely basis and compliance with DOT and FTA mandated rules.

Quarterly Drug and Alcohol Reporting		**Submit By:**
1st Quarter	Jan. Feb. Mar	April 15th
2nd Quarter	Apr. May Jun.	July 15th
3rd Quarter	Jul. Aug. Sep.	October 15th
4th Quarter	Oct. Nov. Dec.	January 15th

F. The Project Manager for Contractor shall be responsible for the ongoing monitoring of Contractor compliance with DOT and FTA regulations, including ensuring that the quarterly and annual reports, as described above, are submitted on time.

G. City reserves the right to audit Contractor compliance on an annual basis by designated City staff or designee which may include site visits and mock collections, and report findings to the Director of Transportation and Project Manager responsible for the contract.

SECTION 5 – SCOPE OF WORK

PROJECT DESCRIPTION

The City is seeking a qualified Contractor to provide auto body repair and painting services for all City-owned vehicles and equipment on an as-needed basis.

The successful Contractor shall have a minimum of five (5) years of recent experience performing comparable services. Unless otherwise authorized in writing by the City, all work shall be performed at the Contractor's repair facility.

Compensation shall be based on the pricing submitted in the Contractor's Cost Proposal.

1. AUTO BODY REPAIR & PAINTING SERVICES

The Contractor shall provide complete auto body repair and painting services for City-owned vehicles and equipment, including, but not limited to:

- Collision damage repair
- General auto body repairs
- Dent removal and repair
- Exterior and interior body component replacement
- Glass repair and replacement
- Vehicle painting and refinishing
- Frame repairs
- Structural repairs
- Other related repair services

Bent components shall be straightened and reinforced whenever feasible or replaced if necessary.

If decals are damaged during repairs, the Contractor shall:

- Obtain replacement decals from the City.
- Install the replacement decals.
- Include decal removal and installation in the repair estimate.

2. BODY REPAIR REQUIREMENTS

All body work shall receive a minimum of three (3) coats of primer, consisting of:

- Two (2) coats during body repair
- One (1) coat prior to painting

3. PAINTING PROCESS REQUIREMENTS

The Contractor shall utilize modern paint matching technology, computerized mixing systems, and professional spray equipment.

The painting process shall include the following:

1. Primer
2. Base Coat
3. Clear Coat (Solvent or Water-Based)

4. APPROVED PAINT MANUFACTURERS

All paint products shall be supplied by qualified manufacturers, including, but not limited to:

- Diamont
- DuPont
- Duramix
- Kustom Shop
- PPG
- Sherwin-Williams

The Contractor shall identify the paint manufacturer used on each repair estimate.

5. AUTO BODY SHOP REQUIREMENTS

The Contractor shall maintain a fully operational repair facility that meets the following minimum requirements.

A. Licensing

- Be legally authorized to perform complete auto body repairs and vehicle painting.
- Maintain all required Federal, State, and Local licenses and certifications.

B. Paint Booth

Maintain a paint booth that complies with all applicable environmental and regulatory requirements.

C. Security

Maintain a secure storage area for City vehicles that includes:

- 24-hour centrally monitored alarm system

- Exterior security cameras

D. Welding Equipment

The Contractor shall possess:

- MIG welder
- TIG welder
- Other approved electric spot welding equipment

Gas welding shall not be permitted.

Prior to any welding operation, all onboard vehicle computer systems shall be disconnected.

The Contractor shall be responsible for replacing any damaged vehicle computer components resulting from failure to disconnect the system before welding.

E. Business Hours

The Contractor shall be available during normal business hours:

Monday through Friday
8:00 a.m. – 5:00 p.m.

F. Capacity and Service

The Contractor facility must accommodate, store, and service up to three (3) 40-foot buses at any given time.

6. ESTIMATE PROCESS

The Contractor shall provide written repair estimates upon request.

No repairs shall begin until:

- The City approves the estimate in writing.
- A Purchase Order (Notice to Proceed) has been issued.

Prior to preparing the estimate, the Contractor and the City's Vehicle Maintenance Manager shall jointly inspect the vehicle and document its condition.

The Contractor assumes full responsibility for all City vehicles and their contents while in its possession.

Required Estimate Information

Each estimate shall include:

- Vehicle year

- Make
- Model
- Mileage
- License Plate Number
- Vehicle Identification Number (VIN)
- City Vehicle Identification Number
- Incident Report Number and Date (when applicable)
- Detailed description of repairs
- Estimated labor hours
- Itemized parts costs
- Itemized paint and materials costs
- Shop supplies and miscellaneous charges
- Applicable sales tax
- Total estimated repair cost
- Estimated completion schedule
- Recommendations for additional repairs (if applicable)
- Name and version of the estimating software or collision estimating guide used

All estimates shall utilize an industry-standard collision estimating system commonly accepted by insurance adjusters.

7. PARTS REQUIREMENTS

All replacement parts shall be:

- New
- Original Equipment Manufacturer (OEM)

The Contractor shall furnish all labor, materials, equipment, and supplies necessary to complete repairs.

All miscellaneous materials, shop supplies, and incidental expenses shall be included within the hourly labor rate unless otherwise approved by the City.

8. WHEEL ALIGNMENT

When required, the Contractor shall perform:

- Thrust Alignment for frame vehicles
- Four-Wheel Alignment for unibody vehicles

A printed alignment report shall accompany each repair order.

The Contractor shall ensure that qualified personnel or subcontractors perform all alignment work.

9. FRAME REPAIR

The Contractor shall perform frame straightening whenever necessary.

All frame repairs shall be completed by qualified personnel or subcontractors experienced in structural vehicle repair.

10. AIRBAG SYSTEMS

Whenever replacement is required, all airbag components shall be replaced using new OEM components only.

11. MAJOR BODY REPAIRS

When body panels or structural components cannot be repaired:

- Damaged metal or plastic components shall be removed.
- Replacement components shall be equal to or exceed the original manufacturer's thickness and specifications.

12. WARRANTY

The Contractor shall provide written warranty information covering both workmanship and materials.

Examples of unacceptable workmanship include, but are not limited to:

- Paint swirls
- Fish-eye blemishes
- Mismatched paint
- Buffer burns
- Poor finish quality
- Surface imperfections

- Any other defects in workmanship or materials

13. PICKUP & DELIVERY

The Contractor shall provide prompt pickup and delivery of City vehicles, including towing services when necessary.

Upon delivery:

- Repairs shall be reviewed with the City's representative.
- Vehicle condition shall be verified.
- Any deficiencies shall be corrected at no additional cost.

Completed vehicles shall be returned to the City's Transportation Department within 24 hours of repair completion.

14. TIME FOR PERFORMANCE

Time is of the essence.

The Contractor agrees to prioritize City repairs over other work unless otherwise approved by the City.

If the Contractor cannot complete repairs within a reasonable timeframe, the City reserves the right to:

- Obtain services from another qualified repair facility.
- Utilize a backup contractor.

Repeated failure to meet performance expectations may result in contract termination.

15. ESTIMATED WORKLOAD

The City estimates approximately $75,000 in annual expenditures for services covered under this Agreement.

This amount is provided solely for budgeting and evaluation purposes and does not constitute a guarantee of work.

Actual expenditures may be greater or less depending on operational needs.

The City reserves the right to:

- Increase or decrease service quantities.
- Award multiple contracts if determined to be in the City's best interest.
- Utilize backup contractors as needed.

SECTION 6 – QUALIFICATIONS

DESIRED QUALIFICATION

- Provide a brief profile of the firm, including: the types of services offered, the year founded, form of the organization (corporation, partnership, sole proprietorship) number, size and location of offices, and the number of employees.
- Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project. Describe any experience in similar projects, particularly in the transit and public sector environments. The Contractor must demonstrate to the satisfaction of MBL that it has sufficient resources, capabilities and experience to meet the business needs as stated in this document. The Contractor will state and identify its involvement with other clients for both past and present projects. The Contractor will state the client's name, and references for similar projects, particularly those conducted for public transit and the public sector in general. Be specific with respect to past and current assignments elaborating on those projects of similar type, magnitude and complexity. The Contractor's involvement and responsibility should be defined for each project.
- Identify any sub-contractors by company name, address, contact person, and telephone number and project function.
- Briefly describe other projects currently in process and how those projects affect the company's current capacity and capacity during this proposed project. Identify any capacity or availability issues for any major sub contractors proposed.

FIRM QUALIFICATIONS

To be considered responsive to the RFP, firms must demonstrate that they meet the following minimum qualifications by providing a thorough response and verifiable evidence of compliance. Non-compliance with these requirements may disqualify your proposal from further consideration.

A. Firm has not defaulted on a contract within the past five (5) years or declared bankruptcy or been placed in receivership or been denied credit within the past three (3) years.
B. Firm has not been assessed any penalties for non-compliance with any federal, state, local, city, or county labor laws and/or regulations within the past five (5) years.
C. Firm is currently not under investigation for any charge or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations including, without limitation prevailing wage laws and apprenticeship laws.
D. The firm must have a minimum of five (5) years of experience and demonstrated track record of quality work, knowledge, skills, and abilities in safety and security for public transit agencies, preferably in an environment of similar size and scope to MBL.
E. Licensed to do business in the State of California.
F. Experience with projects of similar size and scope.

SECTION 7 – FORM OF CONTRACT (SAMPLE)

PROFESSIONAL SERVICES AGREEMENT FOR AUTO BODY REPAIR AND PAINTING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into on ……., 2026, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and …….. (Hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as a "Party," and jointly as the "Parties."

RECITALS

WHEREAS, CITY desires to retain a qualified professional CONTRACTOR to provide auto body repair and painting services for the City's vehicles and equipment to restore safe operating condition, appearance, and functionality; and

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

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

WHEREAS, CONTRACTOR responded to CITY's Request for Proposals dated November XX, 20XX (RFP No. [XX-XX]), as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Contractor Proposal").

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

a. This Agreement.
b. RFP No. XX-XX, attached hereto as **Exhibit "A."**
c. CONTRACTOR'S Proposal to RFP No. XX-XX dated ……., 2026, attached hereto as **Exhibit "B"**.
d. CONTRACTOR'S "Best and Final Offer" to RFP No. XX-XX dated ……., 2026, attached hereto as **Exhibit "C".**
e. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

A. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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"). CONTRACTOR shall provide an itemized billing statement to CITY each month for Professional Services performed. CONTRACTOR shall not incur fees or costs which exceed the Maximum Compensation without the prior written consent of CITY.

C. CITY will be invoiced at the end of the first billing period following commencement of work and at the end of each billing period thereafter. Payment in full of an invoice must be received by CONTRACTOR 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 CONTRACTOR's discretion.

SECTION 3. TERM.

This Agreement shall commence on ……, 2026 and shall be valid for an initial **two-year (2-year) term.**

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

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

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

A. CONTRACTOR shall have the right to retain, subject to CITY's written 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. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years unless otherwise provided for in **Exhibit "A."** Upon CITY providing twenty-four (24) hours advanced prior notice, CONTRACTOR shall make all records, invoices, timecards, cost control sheets and other records maintained by CONTRACTOR in connection with this Agreement available during CONTRACTOR's regular working hours to CITY for review and audit by CITY.

F. All reports, documents, or other written material developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. Such material shall not be the subject of a copyright application by CONTRACTOR. Any alteration or reuse by the CITY of any such materials on any project other than the Project shall be at CITY's sole risk unless CITY compensates CONTRACTOR for such reuse.

SECTION 5. WORK PRODUCT.

A. CONTRACTOR 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. CONTRACTOR may take and retain copies of such written products as desired.

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

C. Documents are provided in CONTRACTOR'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 CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR and shall be CITY's agent with respect to obtaining CONTRACTOR's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 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 CONTRACTOR which cannot be corrected within ten (10) days, said contract shall at the option of CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by CONTRACTOR, CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of CONTRACTOR. CONTRACTOR and his sureties shall be liable to CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, CONTRACTOR shall only be entitled to Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

B. Termination for Convenience. CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, after giving written notice to CONTRACTOR at least five (5) business days before the termination is to be effective. Upon the termination of this Agreement as provided herein, CITY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONTRACTOR shall be reimbursed for any "non-refundable" costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by CONTRACTOR prior to the date of termination; (2) that CONTRACTOR provides CITY with adequate proof that CONTRACTOR incurred the costs, and is unable to be seek a refund for such costs; and (3) such costs were 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 CONTRACTOR for its performance of services under this Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of CITY shall be employed by CONTRACTOR during the Term of this Agreement.

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

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

SECTION 11. INDEPENDENT CONTRACTOR.

A. CONTRACTOR is and shall, at all times, remain as to CITY a wholly independent CONTRACTOR. Neither CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of CONTRACTOR except as expressly set forth in this Agreement. CONTRACTOR shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of CITY. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY. CITY shall not be liable for compensation to CONTRACTOR, CONTRACTOR's employees or CONTRACTOR's 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 CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONTRACTOR. CITY shall have no responsibility to provide CONTRACTOR, its employees or sub-contractors with workers' compensation insurance or any other insurance.

SECTION 12. PERS ELIGIBILITY INDEMNITY.

A. In the event that CONTRACTOR or any employee, agent, or sub-contractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or 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, 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 CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the Montebello

Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of CONTRACTOR to comply with this section.

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

During the Term of this Agreement, CONTRACTOR shall carry, maintain, and keep in full force and effect 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 CONTRACTOR's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

Commercial General Liability (CGL): Broad-form, Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed operations, broad form property damage, blanket contractual liability, independent CONTRACTORS, personal injury or bodily injury, and advertising injury, with limits no less than **Two Million Dollars and Zero Cents** ($2,000,000), combined single limits, per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit. *(Subject to change)*

Business Automobile Liability Insurance: For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **One Million Dollars and Zero Cents** ($1,000,000.00) per accident for bodily injury and property damage. *(Subject to change)*

Worker's Compensation insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **One Million Dollars and Zero Cents** ($1,000,000.00) per accident for bodily injury or disease. CONTRACTOR agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers for losses arising from work performed by CONTRACTOR for CITY and to require each of its sub-contractors, if any, to do likewise under their workers' compensation insurance policies. *(Subject to change)*

By executing this Agreement, CONTRACTOR further certifies as follows:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work contemplated herein.

Professional Errors and Omissions (E&O) Liability insurance appropriate to the CONTRACTOR's

profession, with limit no less than **Two Million Dollars and Zero Cents** ($2,000,000.00) per occurrence or claim, **Two Million Dollars and Zero Cents** ($2,000,000.00) aggregate. Architects' and engineers' coverage shall be endorsed to include 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, CONTRACTOR shall obtain and maintain said E&O liability insurance during the Term of this Agreement and for five (5) years after completion of work hereunder. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, CONTRACTOR shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work. *(Subject to change)*

If CONTRACTOR maintains higher limits than the minimums shown above, CITY requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.

CONTRACTOR 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. CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either: (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

At all times during the Term of this Agreement, CONTRACTOR shall maintain on file with CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming CITY, its officers, agents, employees and volunteers as an additional insured. CONTRACTOR shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

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

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers as additional insureds. All policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

Except for professional liability and workers' compensation policies, the policies herein are primary and non-contributing with any insurance that may be carried by CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR and CONTRACTOR's employees, agents or sub-contractors, from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether CITY has received a waiver if subrogation endorsement from the insurer.

Coverage not affected. Any failure to comply with the reporting provisions of the policies contemplated herein, shall not affect coverage provided to CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers.

Coverage applies separately. CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as fall performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

CITY, its officers and employees shall not be responsible for any claims in law or in equity occasioned by the failure of CONTRACTOR to comply with this section.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in

such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

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

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

SECTION 21. MISCELLANEOUS.

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

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

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

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

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

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

G. To the extent of a conflict between the terms of this Agreement and those set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

SECTION 22. NOTICE.

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

CITY MANAGER
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640

CONTRACTOR
_____
_____
_____
_____

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

CONTRACTOR and its officers, employees, associates and sub-contractors, if any, shall comply with all California conflict of interest statutes applicable to CONTRACTOR's Services under this Agreement, including, but not limited to, the Political Reform Act (Gov. Code, § 81000 et seq.) and Government Code Section 1090. CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONTRACTOR further covenants that, in performance of this Agreement, no person having any such

interest shall be employed by it. Furthermore, CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

CONTRACTOR covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate CONTRACTOR(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 CONTRACTOR. CONTRACTOR's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

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

CITY OF MONTEBELLO	**CONTRACTOR**
_____	_____
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 8 - FORMS AND CERTIFICATIONS

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL NO. 27-01

AUTO BODY REPAIR AND PAINTING SERVICES

In response to the subject Request for Proposal ("RFP") and in accordance with the accompanying Instructions to contractors, the contractor 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 contractor 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 Contractor 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 Contractor shall only proceed with the work upon receipt of a Notice to Proceed.

The contractor 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 contractor 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.

Contractor'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:

Contractor's License No. _____

Expiration Date: _____

License Classification: _____

EXHIBIT A

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or description: RFP No.27-01, AUTO BODY REPAIR AND PAINTING SERVICES

Indemnitor(s): _____

(List all names)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Montebello and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, sub contractors, 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. 27-01 **AUTO BODY REPAIR AND PAINTING SERVICE**S (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 Contractor be awarded a contract pursuant to this RFP.

The successful Contractor shall at all times during the term of the awarded Agreement, carry, maintain, and keep in force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent A.M. Best's Insurance Rating Guide, and approved by the CITY, a policy or policies of:

A. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 O1 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another. Limits shall be no less than $2,000,000 per occurrence for all covered losses and the general aggregate limit shall be twice the required occurrence limit. *(Subject to change)*

B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 O1 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than $1,000,000 per accident, combined single limit. If Contractor 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 Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person. *(Subject to change)*

C. Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000 per accident for all covered losses. *(Subject to change)*

D. Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contractor 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 Contractor's work under this Agreement. *(Subject to change)*

E. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior

written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West Beverly Boulevard, Montebello, California, 90640. Contractor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

F. Contractor 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. 27-01
AUTO BODY REPAIR AND PAINTING SERVICES

COST PROPOSAL SHEET

In accordance with the Request for Proposal issued by the City of Montebello Transportation Department (hereinafter referred to as "Contractor/Contractor", the undersigned proposing company hereby agrees to furnish all necessary labor, materials and incidentals required for the above stated contract as set forth in the Scope of Work and any addenda thereto, and to perform all work in the manner and time prescribed therein. Please provide a description of a products proven equal as well as additional costs/fees below.

Quantity	Description of Work	Cost of Needs
1	LABOR – BODY/DENT REPAIR	$ /hr.
2	LABOR – PAINTING	$ /hr.
3	LABOR – MECHANICAL/ELECTRICAL	$ /hr.
4	OEM PARTS – PERCENTAGE DISCOUNT FROM MANUFACTURERS' LIST	%
5	PAINT MATERIALS RATE	$
		$
		$
	TOTAL	$

List other costs/fees: :

Description	Cost/Fees
_____	_____
_____	_____

Contact Information:

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

EXHIBIT E

Bidder's List of Sub-Contractors (DBE and Non-DBE)

Part I

The bidder shall list all sub-contractors (both DBE and non-DBE) in accordance with Section 2-1.054 the Standard Specification and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Sub-Contractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	**Phone/ Fax**	**Annual Gross Receipts**	**Description of Portion of Work to be Performed**	**Local Agency Use Only (Certified DBE?)**
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		☐ NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)

Part II

The bidder shall list all sub-contractors who provided a quote or bid but were not selected to participate as a sub-contractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	**Phone/ Fax**	**Annual Gross Receipts**	**Description of Portion of Work to be Performed**	**Local Agency Use Only (Certified DBE?)**
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)

EXHIBIT F

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

The _____ certifies to the best of it's
(Firm Name/ Principle)

knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause of default.

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

THE PRIMARY PARTICIPANT_____ CERTIFIES

(Firm Name/Principal)

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

_____
Signature and Title of Authorized Official

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

_____
Signature of Attorney Date

EXHIBIT G

PERFORMANCE GUARANTEE CERTIFICATION

The undersigned hereby certifies that the Contractor 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

Contractor's Name: _____

Authorized Signature: _____

Title: _____

Date: _____

EXHIBIT H

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____

_____

(Insert full name and address and legal title of Contractor) as Principal, hereinafter called Contractor, and,

_____

(Insert full name and address or legal title of Surety)

as Surety, hereinafter called Authority, in the amount of $_____ for the payment whereof Contractor and Surety bind themselves, their heirs, executers, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor 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 Contractor 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 Contractor 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 Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the RECIPIENT or the heirs, executors, administrators or successors of the City.

Signed and sealed this _____ day of 20____.

WITNESS PRINCIPLE

_____ (SEAL)

_____ (TITLE)

WITNESS SURETY

_____ (SEAL)

_____ (TITLE)

Attach hereto proof of authority of officers or agents to sign bond.

EXHIBIT I

IRREVOCABLE STANDBY LETTER OF CREDIT CERTIFICATE

The undersigned states that he/she is of the _____ of the
(Title)

_____ (The "Beneficiary") and hereby
(Name of Beneficiary)

Certifies on behalf of the Beneficiary to _____ (the "Bank), with
(Name of Issuing Bank)

Reference to Irrevocable Standby Letter of Credit No. _____ Issued by the

Bank (the "Letter of Credit"), that:

1. The undersigned is duly authorized to execute and deliver this certificate on behalf of the Beneficiary.

2. The Beneficiary is making a drawing under the Letter of Credit.

3. An Event of Default has occurred under Contract No.

4. The amount of the draft presented with this certificate does not exceed the total maximum amount drawable today under the Letter of Credit as provided therein.

IN WITNESS WHEREOF, this certificate is executed this _____ day of_____, 20____.

NAME OF BENEFICIARY

By: _____

Its: _____

EXHIBIT J

BANK DRAFT

FOR VALUE RECEIVED

Pay on the presentment to _____ the sum of _____
(Name of Beneficiary) Dollars ($)

Charge to the Account of _____ Irrevocable Standby Letter of
(Name of Issuing Bank)

Credit No. _____ Dated: _____

To _____
(Name of Issuing Bank)

NAME OF BENEFICIARY

By _____

Its _____

EXHIBIT K

Certification of Drug-Free Workplace

I,_____, hereby certify on behalf of

(Name of authorized official)

_____that:

(Name of company)

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

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

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

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

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

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

Certification

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

Executed this_____ day of_____, 20_____

By_____

(Signature of Authorize Official)

_____

(Title of Authorized Official)

Bidder_____

EXHIBIT L

Certificate of Compliance with 49 CFR Part 655

Prevention Of Alcohol Misuse and Prohibited Drug Use in Transit Operations

Bider hereby certifies that

A. Anti-drug Use and Alcohol Misuse Program

(Choose one Alternative with an X in the box)

☐1. Bidder/Contractor has established and implemented an anti-drug use and alcohol misuse program meeting the requirements on 49 CFR 655.

Or

☐2. Bidder/Contractor will establish and implement an anti-drug use and alcohol misuse program meeting the requirements on 49 CFR 655 prior to contract award.

B. Drug and Alcohol Testing Program

(Choose on alternative with an X in the box)

☐1. To the best of my knowledge and belief the Work required under the Contract will not require the performance of Safety Sensitive Functions as defined in 49 CFR Part 655.

Or

☐2. To the best of my knowledge and belief the Work required under the Contract will require the performance of Safety Sensitive Functions as defined in 49 CFR Part 655.

(If Alternative 2 was chosen, select one of the following alternatives with an X in the box)

☐a. Bidder/Contractor has established and implemented a drug and alcohol testing program that complies with 49 CFR Part 655.

☐b. Bidder Contractor will establish and implement a drug and alcohol testing program that will comply with 49 CFR Part 655 prior to contract award.

C. Certification

Bidder will submit its Anti-drug Use and Alcohol Misuse Program, and, if B.2 was marked above, its Drug and Alcohol Testing Program, to City of Montebello- Department of Transportation for review and approval prior to contract award.

Bidder/Contractor: _____

Authorized Representative:_____

Signature of Authorized

Representative:_____

Title:_____Date:_____

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ITEM # 7

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: **APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 4523 WITH ALL-AMERICAN LEADERSHIP, LLC TO ADD AN ADDITIONAL TRAINING DAY AND INCREASE THE MAXIMUM COMPENSATION**

DATE: September 9, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 4523 with All-American Leadership, LLC to add one additional training day under the Leadership and Culture Foundations Program and increase the maximum compensation by $12,500, for a new total amount not to exceed $62,450; and
2. Authorize the City Manager to execute Amendment No. 1 to Agreement No. 4523 with All-American Leadership, LLC; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Approval of Amendment No. 1 will increase the maximum compensation under Agreement No. 4523 by $12,500, from $49,950 to a new total amount not to exceed $62,450. Funding for the additional services is available in the Fire Department's Fisacal Year 2026-27 budget.

BACKGROUND/DISCUSSION:

On June 4, 2026, the City entered into Agreement No. 4523 with All-American Leadership, LLC to provide leadership, mentorship, training, and consulting services for the Fire Department. The original agreement established a maximum compensation amount of $49,950. The approved scope of services includes a 12-month Leadership,

Coaching and Mentoring Program and a three-day Leadership and Culture Foundations Program. The Leadership and Culture Foundations Program is intended to strengthen leadership practices, communication, organizational alignment, and the Department's shared culture and values.

Following implementation of the program, the Fire Department identified a need for one additional full day of facilitation to provide the training for an additional day and maximize staff participation. Amendment No. 1 increases the Leadership and Culture Foundations Program from three training days to four training days.

The additional training day will increase the maximum compensation under the agreement by $12,500, from $49,950 to a new total amount not to exceed $62,450. Except as expressly amended, all other terms and conditions of Agreement No. 4523 will remain unchanged and in full force and effect.

ENVIRONMENTAL:

N/A

ANALYSIS:

The additional training day will allow the Fire Department to expand participation in the Leadership and Culture Foundations Program while supporting the Department's ongoing leadership-development and organizational-alignment efforts.

The program is designed to strengthen trust, accountability, communication, and shared understanding throughout the organization. Adding a fourth training day will provide the Department with greater scheduling flexibility and help ensure that personnel have an opportunity to participate while maintaining necessary emergency-response staffing and operational coverage.

SUMMARY:

Staff recommends approval of Amendment No. 1 to Agreement No. 4523 with All-American Leadership, LLC to add one additional full day of facilitation under the Leadership and Culture Foundations Program and increase the maximum compensation by $12,500, from $49,950 to a new total amount not to exceed $62,450.

ATTACHMENT(S)

1. Attachment A - Amendment 1 to Agreement 4523

CITY OF MONTEBELLO

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 4523
WITH ALL-AMERICAN LEADERSHIP, LLC

This Amendment No. 1 to Agreement No. 4523 **("Amendment No. 1")** is made and entered into as of the 10th day of September 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 All-American Leadership, LLC, a California corporation **("Consultant").** City and Consultant are sometimes hereinafter referred to collectively as the "Parties".

RECITALS

WHEREAS, City and Consultant are Parties to that certain Professional Services Agreement No. 4523 to assist City with leadership, mentorship, training, and consulting services for the Fire Department ("Fire Department") entered on June 4, 2026 ("Agreement"); and

WHEREAS, Section 24 ("Entire Agreement") of the Agreement allows for amendments to the Agreement by a writing executed by the Parties; and

WHEREAS, the Fire Department is seeking to add an additional training day for the benefit of Fire Department staff; and

WHEREAS, with the additional services contemplated under this Amendment No. 1, the Compensation shall increase from the original Agreement by $12,500, for a new annual amount not-to-exceed of Sixty-Two Thousand Four Hundred Fifty Dollars and 00/100 Cents ($62,450.00).

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 of this **Amendment No. 1** and shall hereby be incorporated by reference.

SECTION 2. COMPENSATION. Through this **Amendment No. 1**, the Parties hereto agree that the Consultant shall be compensated a sum not-to-exceed Sixty-Two Thousand Four Hundred Fifty Dollars and 00/100 Cents ($62,450.00) (the “Maximum

Compensation") for performance of the Professional Services as set forth in the original Agreement and those new services contemplated under this Amendment No. 1.

SECTION 3. ADDITIONAL SERVICES. The Consultant shall provide one additional full day of facilitation under the Leadership and Culture Foundations Program, increasing the program from three training days to four training days. Except as amended herein, the scope of services set forth in Exhibit "A" to the Agreement shall remain unchanged.

SECTION 4. COUNTERPARTS. This **Amendment No. 1** may be executed in counterparts all of which shall constitute but one original, and the same agreement.

SECTION 5. Except as amended by this **Amendment No. 1**, all other provisions of the Agreement shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this **Amendment No.1** and the provisions of the Agreement, as amended, the provisions of this **Amendment No.1** shall control.

[*END OF AMENDMENT NO. 1*]

[**SIGNATURES ON THE FOLLOWING PAGES**]

IN WITNESS WHEREOF, the Parties execute this **Amendment No. 1** to Agreement No. 4523 to provide leadership, mentorship, training, and consulting services for the Fire Department with the Effective Date identified above.

("CITY")	("CONSULTANT")
CITY OF MONTEBELLO	**ALL-AMERICAN LEADERSHIP, LLC**
Raul Alvarez, City Manager	Rob Nielsen, CEO

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

PROFESSIONAL SERVICES AGREEMENT NO. 4523

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4523 WITH ALL-AMERICAN LEADERSHIP, LLC

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered on **June 4, 2026** ("Effective Date"), by the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and ALL-AMERICAN LEADERSHIP, LLC, 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 consultant to provide leadership, mentorship, training, and consulting services for the Fire Department's staff 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, 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 compensation amount of this Agreement shall not exceed **Forty Nine Thousand Nine Hundred and Fifty Dollars and Zero Cents** ($49,950.00). All terms, conditions, requirements, and provisions of the Proposal for labor and materials to provide emergency response services ("Proposal"), 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").

SECTION 3. TERM.

This Agreement shall commence upon issuance of the Notice to Proceed by the CITY, and shall expire on July 1, 2027, but may be extended six months depending on the project timeline unless further extended or terminated earlier as hereinafter provided.

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 subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subcontractors shall be the sole and exclusive responsibility of the 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.

The CITY and CONSULTANT shall both have the option to terminate this Agreement by giving thirty (30) business days' written notice to the other party at the address specified in this Agreement for Notices. 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.

Upon such termination 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 $1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

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

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

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

c. The CONTACTOR shall require each of its 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 – Fire Department Attn: Fernando Pelaez 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887 -1200 fpelaez@montebelloca.gov
If to CONSULTANT:	All-American Leadership, LLC Attn: Rob Nielsen 7 Teramo Court, Newport Coat, CA 92657 (708) 421-0162 rnielsen@allamericanleadership.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 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")

CITY OF MONTEBELLO

Raul Alvarez (Jun 2, 2026 17:19:26 PDT)

Raul Alvarez, City Manager

("CONSULTANT")

ALL-AMERICAN LEADERSHIP, LLC

Rob Nielsen (Jun 2, 2026 14:01:24 PDT)

Rob Nielsen, CEO

ATTEST:

Christopher Jimenez (Jun 3, 2026 11:06:04 PDT)

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman (Jun 2, 2026 18:23:51 PDT)

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Proposal

EXHIBIT "A"

Contractor's Proposal



LEADERSHIP

MONTEBELLO FIRE DEPARTMENT EST. 1922

PROPOSAL FOR

Montebello Fire Department

I. Leadership, Coaching & Mentoring Program
II. Leadership and Culture Foundations Program

Inspiring, Empowering and Challenging
Leaders to Build High Performing Cultures

Submitted: May 28th, 2026

WELCOME MESSAGE



Rob Nielsen, CEO and Founder of All American Leadership

"THANK YOU"

On behalf of the entire All American Leadership team, we are honored to partner with the City of Montebello Fire Department. These proposals reflect our shared commitment to developing exceptional leaders, strengthening organizational alignment, and building cultures that empower firefighters and leaders at every level to thrive.

The Montebello Fire Department has a proud tradition of service, professionalism, and dedication to the community. As the fire service continues to evolve and the demands placed upon leaders increase, sustained organizational success requires more than operational excellence alone. It requires clarity of purpose, strong leadership at every rank, meaningful mentorship, and a culture rooted in trust, accountability, and shared values. The Leadership, Coaching & Mentoring Program and Leadership and Culture Foundations Program are designed to support these objectives by helping leaders strengthen relationships, improve communication, align behaviors with organizational values, and create greater consistency throughout the Department.

We are grateful for the opportunity to support the Montebello Fire Department on this important journey. Together, these initiatives represent an investment in the people, culture, and leadership capacity that will help shape the Department's future while honoring the legacy of those who have served before.

Supporting those who serve others is not simply our mission—it is our calling.

PROPOSAL OUTLINE

- Who we Are
- **Leadership, Coaching & Mentoring Program**
- Program Overview
- Program Investment
- **Leadership and Culture Foundations Program**
- Program Overview
- Program Investment

Who we Are

WHO WE ARE

Leadership Development from Leaders who have led.

All American Leadership is a unique team of experienced leaders, committed to investing the focused energy and guidance needed to inspire every individual and team we work with. Empower them with the tools they need and challenge them to achieve extraordinary things.



We understand what it takes, whether to develop a leader of character, or to build and sustain a high performing culture, because we've done it before.

"The challenges facing today's leaders and organizations are bigger, more complex, and frequent than ever before. Unleashing a committed effort from each team member is not a 'nice to have'. It's mission critical."

- Rob Nielsen, 2019

Our AAL team brings decades of real-world leadership experience and success. Service Academy graduates (West Point, Annapolis, and Air Force), Navy SEALs, Decorated Combat Commanders, Marines, Aviators, PhDs, as well as senior business leaders, global leadership expedition leaders, and others, AAL faculty members know what it takes to lead **and** to develop leaders in dynamic, complex environments. It is who we are. It is what we do.

WHO WE ARE

Leadership Development from Leaders who have led.

Culture & Leader Development work with:

U.S. Naval Special Warfare Center
Arthur J. Gallagher & Company
Wholesale Capital Corporation
Ventura Area Fire Chiefs Assoc.
Orange County Fire Chiefs Assoc.
San Diego County Fire Chiefs Assoc.
South Snohomish County Fire & Rescue
Central Pierce County Fire & Rescue
Front Range Fire Consortium
San Bernardino County Fire
Orange County Fire Authority
City of Huntington Beach
California Fire Chiefs Association
Washington Fire Chiefs Association
Monterey Park Fire
Laguna Beach Fire

Toyo Tires USA
Shearer's Foods
Spireon Corp.
Los Angeles Angels
Amazon/JLL
Lennox Commercial
Monterey Park Fire
Loveland Fire
Newport Beach Fire
North County Fire
City of Anacortes
U.S. Forest Service.
Huntington Beach Fire
Glendale Fire
Burbank Fire
StarPath

Utility Trailer Mfg.
AIP Aerospace
Citizen's National Bank
Yokohama Rubber
WhiteHat Security
24HRC
Santa Monica Fire
Composites Horizons Corp.
Orcas Island Fire
Complete Automation
ARMS Precision
CA League of Cities
Monrovia Fire & Rescue
Pasadena Fire
Anaheim Fire & Rescue
Costa Mesa Fire

WHO WE ARE

Leadership Development from Leaders who have led.

AAL Facilitation Team Backgrounds, Current or Former…

Commandant, U.S. Naval Academy
Deputy Commandant, U.S. Military Academy
Commandant, The Citadel
Commander, Carrier Strike Group 9
Commander, Seal Group 2 (all SEAL Teams on the East Coast)
Dir., Leadership & Professional Development, U.S. Naval Academy
Exec. Dir., Character & Leadership Development, U.S. Air Force Academy
Dep. Dir., Character & Leadership Development, U.S. Air Force Academy
Chief of National Leadership Training for Air Force ROTC
Chief, Leadership Programs, National Medal of Honor Institute
Air Force Rep. to Secretary of Defense on Ethics and Professionalism
Commander, Naval Special Warfare Center
Commodore, Naval Destroyer Squadron 7
Commodore, Naval Destroyer Squadron 21
Expedition Leader (Incl. NASA; 8 of Top 20 U.S. Bus. Schools)
Fire Chief; Cities of Coronado, Benicia, Assistant City Manager
City Council President, Lander, WY
VP Operations, Blue Origin – New Shepard (Put Jeff Bezos in space July 2021)
Vice Pres. Test & Launch Engineering Operations; ASTRA Space Launch Co.
Culture Leader for Southwest and Jet Blue Airlines
Chief Organizational Learning Officer, Cleveland School District
Chief Talent, Integration and Culture Officer, The Kauffman Foundation
Multiple Brigade and Battalion Commanders
Performance Coach, Anaheim Ducks
Multiple Combat Commanders
Multiple Recipients of the Legion of Merit
Multiple Recipients of the Bronze Star for Valor
Recipient, Vice Admiral Stockdale Leadership Award
Multiple Professors of Leadership and Organizational Development

Leadership, Coaching & Mentoring Program

PROGRAM OVERVIEW

Leadership, Coaching & Mentoring Program

Program Overview

All American Leadership proposes a **twelve-month Leadership, Coaching & Mentoring Program** designed to support the continued growth, alignment, and effectiveness of the Montebello Fire Department.

Leadership in today's fire service requires more than operational expertise. Leaders must communicate clear intent, navigate complex and rapidly evolving situations, maintain trust across teams, and ensure alignment across large organizations operating under constant pressure.
This program provides the department with **direct access to experienced senior leaders who have led complex organizations in demanding operational environments**.
Rather than a rigid curriculum, the engagement functions as a **flexible leadership resource available to the department throughout the year**. The goal is to provide a trusted space for strategic dialogue, leadership mentorship, and reflection while supporting the department's ongoing efforts to strengthen leadership clarity, communication, and alignment.

AAL Leadership Philosophy

AAL's leadership development work is grounded in a simple but powerful performance progression:

Trust → Alignment → Performance

Trust is built through psychological safety, integrity, and leadership behaviors that create an environment where people are willing to speak up, contribute ideas, and take ownership.
Alignment ensures that **what the organization says it stands for is reflected in daily behavior**, leadership decisions, and operational expectations.
When trust and alignment exist together, organizations are able to achieve sustained **performance driven by mission clarity, leader's intent, and empowered execution**.

This framework reinforces leadership practices that are essential in the fire service, including:

- Communicating clear **Leader's Intent**
- Strengthening trust and accountability across teams
- Building shared understanding across complex organizations
- Encouraging disciplined initiative in dynamic environments

LEADERSHIP

PROGRAM COACHES

Leadership Development from Leaders who have led.



CAPT (USN Ret) Doug Kunzman

Retired U.S. Navy Captain who served as **Commanding Officer of the USS Gravely (DDG-107)** and later as **Commander of Destroyer Squadron 9**, responsible for multiple destroyers and thousands of sailors within a U.S. Navy Carrier Strike Group.



CAPT (USN Ret) Leif Mollo

Former U.S. Navy SEAL Team Commander who led **SEAL Team 8 and SEAL Team 4**, and recipient of the **Admiral James Stockdale Leadership Award**, the Navy's highest award for inspirational leadership.

Together they bring decades of experience leading organizations where clarity of intent, disciplined communication, and empowered execution are essential to mission success.

PROGRAM STRUCTURE

Leadership, Coaching & Mentoring Program

Program Structure

This engagement provides **ongoing leadership coaching, mentoring, and strategic discussion** throughout the year. Montebello Fire Department will have **flexibility in how the allotted program hours are utilized**, allowing department members to draw on the program to maximize value.

Program sessions may include:

- Department-wide leadership discussions
- Individual coaching or mentoring
- Strategic consultation with the Fire Chief
- Organizational culture and alignment discussions
- Leadership communication and decision-making support
- Post-incident leadership reflection and learning

Sessions will occur **virtually.**

Time Allocation

The program includes:
Up to 6 hours per month of leadership coaching and mentoring support
These hours may be utilized in any combination of:

- Department, shift or station sessions
- Individual leadership mentoring
- Strategic leadership consultation
- Executive leadership dialogue

Unused hours may be **rolled forward within the contract period** to accommodate scheduling needs. Should additional resources be required, additional six-hour support packages may be added at the standard rate of $350/hour.

PROGRAM INVESTMENT

Leadership, Coaching & Mentoring Program

Program Investment

Assumptions:

Hourly Rate: **$350 per hour**
Monthly Allocation: **6 hours**
Monthly Investment: **$2,100**
Annual Investment (12 Months): **$25,200**

PROGRAM INVESTMENT: $25,200

Program Launch

All American Leadership will work with Montebello Fire leadership to **identify program priorities and determine an appropriate start date** based on departmental availability and operational priorities.

Accepted By:

_____	Rob Nielsen, CEO, All American Leadership
Name Title	
_____	_____
Signature Date	Signature Date

Leadership and Culture Foundations Program

PROGRAM OVERVIEW

Clarifying Purpose. Strengthening Ethos. Building Alignment

Dates: Summer 2026 (specific dates to be coordinated)
Location: TBD, Montebello, CA
Participants: 3 Days, 3 Shifts



Program Objectives:

- Establish and reinforce a shared foundation of leadership principles and language that reflects and sustains the department's cultural values.

- Create opportunities for self-reflection, enabling members to identify their personal purpose and core values and intentionally align them with the department's mission and guiding ethos.

- Strengthen communication and operational alignment by developing proficiency in **concise, intent-based communication**—ensuring clarity of purpose, rationale, and expectations across all levels and directions of the department.

All American Leadership comes to the table with a thoughtful, well-structured framework—but we also know that real development isn't one-size-fits-all. Our approach is intentionally flexible, designed to follow the conversation and adapt to the group's needs in real time, rather than sticking to a rigid checklist that may not deliver the greatest impact. At the core of this approach is a proven AAL model:

Trust – Align – Perform

PROGRAM OVERVIEW

Leadership and Culture Foundations Program

Program Overview

High-performing organizations operate with **clear purpose, shared values, and consistent behavioral expectations**.

Over time, even strong organizations benefit from periodically revisiting and reaffirming the principles that define who they are and how they lead.

All American Leadership proposes a **Leadership and Culture Foundations Program** designed to engage members of the Montebello Fire Department in meaningful dialogue around leadership, culture expectations, communication, and values.
The goal is to strengthen alignment across the organization so that members share a clear understanding of:

- Why the department exists
- What it stands for
- How members are expected to act, interact, and make decisions

This work reinforces AAL's core performance model:

Trust → Alignment → Performance

When trust and alignment are present, organizations can operate with **clear intent, disciplined initiative, and mission-driven ownership.**

PROGRAM OVERVIEW

Leadership and Culture Foundations Program

Program Components

This two-part assessment strategy is designed to give organizations a clear, data-informed picture of their cultural health—and actionable insights to drive alignment, trust, and performance over time.

Annual Culture Assessment

This comprehensive assessment evaluates four essential domains that shape organizational culture:
- Trust – Where trust is thriving and where it may need to be strengthened
- Communication – How clearly and consistently information and intent are shared across teams
- Alignment – Whether values, behaviors, and actions are truly connected
- Accountability – How consistently individuals take ownership and go beyond the minimum

The process includes both pre- and post-program analysis, offering measurable benchmarks and a clear roadmap for strengthening cultural performance. The assessment culminates in an actionable report highlighting key areas of opportunity and tailored recommendations for improvement.

Quarterly Culture Snapshots

Real-time quarterly feedback on cultural well-being. These 5-minute, 6-question check-ins measure stress, engagement, and psychological safety—tracking trends across more than 3,900 AI-analyzed data points. They serve as an ongoing tool to monitor and stay ahead of emerging challenges.
Program Benefits

- Delivers objective, data-backed insights into cultural strengths and gaps
- Tracks progress over time to reinforce long-term development goals
- Enhances leadership awareness, trust, and strategic decision-making
- Supports a culture of transparency, responsiveness, and continuous improvement

Together, these tools empower organizations to lead with clarity and shape a high-performing culture.

Participation

The program is designed to accommodate **up to 75 participants per day**, allowing participation across ranks and assignments.

PROGRAM FACILITATORS

Leadership Development from Leaders who have led.



Founder and CEO of All American Leadership, Rob Nielsen

Lead facilitator, AAL Fire Leadership Academy. West Point graduate and former U.S. Army attack helicopter pilot, he works with fire service leaders to strengthen trust, alignment, and mission-driven cultures. A sought-after speaker and published author on leadership and performance, he regularly works with command staff teams to develop leaders of character.



CAPT (USN Ret) Leif Mollo

Former U.S. Navy SEAL Team Commander who led **SEAL Team 8 and SEAL Team 4**, and recipient of the **Admiral James Stockdale Leadership Award**, the Navy's highest award for inspirational leadership.

Together they bring decades of experience leading organizations where clarity of intent, disciplined communication, and empowered execution are essential to mission success.

PROGRAM INVESTMENT

Leadership and Culture Foundations Program

Program Investment

Three-Day Program with up to 75 participants each day. Included in Program Investment:

- AAL Culture Assessment
- Program design and content development
- Three full days of facilitation
- Participation for **up to 75 personnel per day**
- All travel expenses
- All participant materials and printing

PROGRAM INVESTMENT: $24,750

Program Launch
All American Leadership will work with Montebello Fire leadership to **confirm program objectives and determine appropriate program dates and start timing**.

If both programs are implemented together, the combined investment for leadership development support would be **$49,950**.

Accepted By:

_____	Rob Nielsen, CEO, All American Leadership
Name Title	
_____	_____
Signature Date	Signature Date

LEADERSHIP

THANK YOU



"Plant Trees You'll Never See"
"Leave the Jersey in a Better Place"

- Leadership Principles of the New Zealand All Blacks

ITEM # 8

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: John Soria, Director of Transportation

SUBJECT: **ADOPT RESOLUTION NO. 26-58 AUTHORIZING THE CITY OF MONTEBELLO TO APPLY FOR FEDERAL TRANSIT ADMINISTRATION FUNDING UNDER THE GRANTS FOR BUSES AND BUS FACILITIES INFRASTRUCTURE PROGRAM**

DATE: September 9, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 26-58 authorizing the City of Montebello to apply for Federal Transit Administration (FTA) funding under the Grants for Buses and Bus Facilities Infrastructure Programs (Bus and Facilities Grant), in the amount of $9,155,140, to procure up to ten (10) Compressed Natural Gas (CNG) buses and upgrade the CNG Fueling Dispenser for Montebello Bus Lines (MBL); and
2. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

There is no cost associated with the City applying for FTA funding under the Bus and Facilities Grant in the amount of $9,155,140. MBL will provide the required 20 percent (20%) non-federal match of $2,288,785 through State and Local funding (i.e., Senate Bill 1/ State of Good Repair [SB1/SGR], Senate Bill 1/State Transit Assistance [SB1/STA], and Operating funds) for the project in accordance with FTA requirements. The 20% non-federal match allocations required for the proposed project are as follows:

Match Funding Source	Total Funding Amount
FY27 SB1/STA	$985,031
FY27 SB1/SGR	$505,078
Transit Operating Funds	$798,676
Total Match:	$2,288,785

The requested funding will support the procurement of up to ten (10) CNG transit buses to replace ten (10) existing buses that have exceeded their Useful Life Benchmark (ULB). In addition, the project will fund necessary upgrades to the existing CNG fueling dispenser, which has exceeded its capital asset ULB. Any future procurement actions and associated budget appropriations related to this project will be presented to the City Council for review and approval, as necessary.

BACKGROUND/DISCUSSION:

Montebello Bus Lines (MBL) operates a fleet of sixty-six (66) transit buses, consisting of three (3) battery-electric buses, three (3) Fuel Cell Electric Buses (FCEBs), twenty-six (26) hybrid buses, and thirty-four (34) CNG buses. This fleet provides public transportation services to nearly 3 million riders annually across fourteen (14) local communities. To maintain safe, reliable, and efficient transit operations, MBL routinely evaluates the condition and performance of its fleet to ensure continued delivery of high-quality transportation services to the City and surrounding communities.

Consistent with the City's Administrative Policy No. VI-C-3: Capital Asset Policy, staff recommend the replacement of up to ten (10) New Flyer CNG transit buses, manufactured in 2009, with ten (10) new CNG transit buses. These vehicles have exceeded their ULB established under FTA Circular 5010.1E, Chapter IV, which defines the minimum service life for heavy-duty transit buses (35–40 feet) as twelve (12) years or 500,000 miles. Replacing these aging vehicles is necessary to maintain the fleet in a State of Good Repair (SGR), reduce increasing maintenance and operating costs associated with older buses, and ensure the continued safety, reliability, and efficiency of transit service for MBL passengers and operators.

In addition to replacing the aging bus fleet, staff recommend upgrades to the existing CNG fueling dispenser, which has been in continuous service for more than fourteen (14) years and has exceeded its established capital asset ULB. The age of the equipment increases the risk of equipment failure, service interruptions, and higher maintenance costs, which could adversely affect the City's ability to efficiently fuel and maintain its CNG transit fleet. Upgrading the dispenser will help maintain the reliability and availability of the fueling infrastructure necessary to support daily transit operations. This investment is consistent with the City's Capital Asset Policy and FTA's emphasis on maintaining transit assets in a State of Good Repair and effectively managing capital assets throughout their useful life.

As part of MBL's ongoing efforts to modernize its fleet, staff identified the FTA's Bus and Facilities Grant as a key funding opportunity to support fleet replacement initiatives. On July 27, 2026, the FTA released a Notice of Funding Opportunity (NOFO), offering approximately $610 million in Fiscal Year 2026 funding. The program is intended to assist transit agencies in adopting low and zero-emission technologies through the acquisition of advanced transit vehicles and supporting infrastructure and equipment.

The City is eligible to apply for funding under Section 5307 of Title 49 of the United States Code. If awarded, the grant funding would support MBL's efforts to maintain a safe, reliable, and efficient fleet while reinforcing the City's commitment to investing in sustainable transportation technologies and maintaining high-quality transit service for the community.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend that the City Council consider adopting Resolution No. 26-58 (Attachment B) authorizing the City to apply for FTA funding under the Bus and Bus Facilities Program, in the amount of $11,443,925 (total amount includes the required 20% non-Federal match amount), to support the replacement of aging CNG buses and upgrades to the CNG fueling dispensers; and take such additional, related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A - Federal Register Vol. 91 No. 142 Notice of Funding Opportunity
2. Attachment B – Resolution No. 26-58

c/o ICF, 1902 Reston Metro Plaza, Reston, VA 20190.

The Unique ID for this document is EAXX–021–12–000–1781778641.

FOR FURTHER INFORMATION CONTACT: For more information visit: *https://www.faa.gov/space/stakeholder_engagement/spacex_starship.*

SUPPLEMENTARY INFORMATION: The FAA is the lead federal agency, and the National Aeronautics and Space Administration (NASA) and the U.S. Coast Guard (USCG) are cooperating agencies due to their special expertise and/or regulatory jurisdiction. Under the Proposed Action, the FAA is evaluating SpaceX's proposal to modify its existing vehicle operator license to authorize the expenditure of the Starship vehicle in additional downrange contingency landing areas within the Pacific Ocean. Specifically, the license modification would permit contingency landings in a newly designated Northern Pacific Contingency Landing Area as well as authorize the expansion of two previously evaluated contingency landing locations: (1) Hawaii and Central Pacific Ocean Contingency Landing Area and (2) Southeast (SE) Pacific Contingency Landing Area. The Draft Tiered EA also evaluates the potential environmental impacts associated with FAA's approval of related airspace closures.

The Draft TEA has been posted, and comments will be received through the Federal E-Rulemaking Portal: *http://www.regulations.gov.* Search for Docket No. FAA–2026–6968 to retrieve the docket and follow the instructions to submit a comment.

Before including your address, phone number, email address, or other personal identifying information in your comment, be advised that your entire comment—including your personal identifying information—may be made publicly available at any time. While you can ask the

FAA in your comment to withhold from public review your personal identifying information, the FAA cannot guarantee that we will be able to do so. All comments received during the comment period will be given equal weight and be taken into consideration in the preparation of the Final Tiered EA.

Dated: July 23, 2026.

Stacey Molinich Zee,

Manager, Operations Support Branch.

[FR Doc. 2026–15089 Filed 7–24–26; 8:45 am]

BILLING CODE 4910–13–P

DEPARTMENT OF TRANSPORTATION

Federal Transit Administration

FY 2026 Competitive Funding Opportunity: Grants for Buses and Bus Facilities Infrastructure Programs

AGENCY: Federal Transit Administration (FTA), Department of Transportation (DOT).

ACTION: Notice of funding opportunity (NOFO).

SUMMARY: The Federal Transit Administration (FTA) announces the opportunity to apply for $610 million in competitive grants for the Fiscal Year (FY) 2026 Grants for Buses and Bus Facilities Program and Low or No Emission Grant Program; jointly referred to as the Grants for Buses and Bus Facilities Infrastructure Programs.

DATES: Complete proposals must be submitted electronically through the *GRANTS.GOV* ''APPLY'' function by 11:59 p.m. Eastern Time Monday, September 21, 2026.

FOR FURTHER INFORMATION CONTACT: Email Kirsten Wiard-Bauer, Office of Program Management at *FTALowNoBusNOFO@dot.gov* or call 202–366–2053. A TDD is available at 1–800–877–8339 (TDD/FIRS).

SUPPLEMENTARY INFORMATION: The full text of the Notice of Funding Opportunity (NOFO) can be found on FTA's website at *https://www.transit.dot.gov/funding/grants/notices* and in the ''FIND'' module of GRANTS.GOV. The funding opportunity IDs are FTA–2026–010–TPM–BUS and FTA–2026–011–TPM–LWNO. Mail and fax submissions will not be accepted.

Authority: 49 U.S.C. 5339(b) and (c); 49 CFR 1.91.

Matthew B. Cahill,

Acting Deputy Administrator.

[FR Doc. 2026–15090 Filed 7–24–26; 8:45 am]

BILLING CODE 4910–57–P

DEPARTMENT OF TRANSPORTATION

National Highway Traffic Safety Administration

[Docket No. NHTSA–2026–1189]

Agency Information Collection Activities; Notice and Request for Comment; Criminal Penalty Safe Harbor Provision; Reopening of Comment Period

AGENCY: National Highway Traffic Safety Administration (NHTSA), Department of Transportation (DOT).

ACTION: Reopening of comment period.

SUMMARY: The National Highway Traffic Safety Administration (NHTSA) published a document in the **Federal Register** of May 29, 2026, requesting comment on an extension of a currently approved information collection for NHTSA's Criminal Penalty Safe Harbor Provision. Due to an administrative error, the published notice incorrectly provided a 30-day comment period instead of providing the full 60-day period required by the Paperwork Reduction Act (PRA). NHTSA is announcing the reopening of the comment period to ensure the public receives the full 60 days to submit comments. The comment period will close on August 26, 2026.

DATES: The comment period for the PRA notice published on May 29, 2026 is reopened and extended to August 26, 2026.

ADDRESSES: You may submit comments identified by Docket No. NHTSA–2026–1189 through any of the following methods:

- *Electronic submissions:* Go to the Federal eRulemaking Portal at *http://www.regulations.gov.* Follow the online instructions for submitting comments.
- *Fax:* (202) 493–2251.
- *Mail or Hand Delivery:* Docket Management, U.S. Department of Transportation, 1200 New Jersey Avenue SE, West Building, Suite W58–213, Washington, DC 20590, between 9 a.m. and 5 p.m., Monday through Friday, except on Federal holidays. To be sure someone is there to help you, please call (202) 366–9826 or (202) 366–9317 before coming.

Instructions: All submissions must include the agency name and docket number for this notice. Note that all comments received will be posted without change to *http://www.regulations.gov,* including any personal information provided. Please see the Privacy Act heading below.

Privacy Act: Anyone can search the electronic form of all comments received into any of our dockets by the name of the individual submitting the comment (or signing the comment if submitted on behalf of an association, business, labor union, etc.). You may review DOT's complete Privacy Act Statement, which DOT published in the **Federal Register** on April 11, 2000 (65 FR 19477–78), or you may visit *https://www.transportation.gov/privacy.*

Docket: For access to the docket to read background documents or comments received, go to *http://www.regulations.gov* or the street address for DOT that is listed above.

ATTACHMENT B

RESOLUTION NO. 26-58

RESOLUTION OF THE CITY OF MONTEBELLO, CALIFORNIA, AUTHORIZING THE CITY OF MONTEBELLO TO APPLY FOR FEDERAL TRANSIT ADMINISTRATION FUNDING UNDER THE GRANTS FOR BUSES AND BUS FACILITIES INFRASTRUCTURE PROGRAM TO PROCURE TEN COMPRESSED NATURAL GAS BUSES AND UPGRADE THE CNG FUELING DISPENSER

RECITALS

WHEREAS, the Federal Transit Administration (FTA) administers the Grants for Buses and Bus Facilities Infrastructure Program (Bus and Bus Facilities Program) to provide financial assistance for eligible public transportation capital projects; and

WHEREAS, the City of Montebello, through Montebello Bus Lines (MBL), operates public transit services for residents and visitors throughout the region and is an eligible recipient of federal transit funding; and

WHEREAS, the City desires to submit an application requesting $9,155,140 in FTA funding for a total project cost of $11,443,925, inclusive of the required $2,288,785 non-federal match, to procure ten (10) replacement Compressed Natural Gas (CNG) transit buses and upgrade the CNG fueling dispenser; and

WHEREAS, any grant award received from FTA may require the City to comply with applicable federal requirements and provide the local share of project costs; and

WHEREAS, the applicant will adhere to the FY 2026 Application Guidelines and submit an eligible project.

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

APPROVES THE FILING OF AN APPLICATION FOR FY 2026 FEDERAL TRANSIT ADMINISTRATION'S GRANTS FOR BUSES AND BUS FACILITIES INFRASTRUCTURE PROGRAM

SECTION 1: Approvals and Certifications.

1. Authorizes the filing of an application with the FTA for funding under the Grants for Buses and Bus Facilities Infrastructure Program to procure ten (10) compressed natural gas buses and upgrade the aging fueling dispenser, both of which have exceeded their Useful Life Benchmark.
2. Certifies that said Applicant has or will have available, prior to commencement of any work on the projects included in this application, the sufficient funds to complete the projects; and

3. Certifies that if funding is awarded, the Applicant has or will have sufficient funds to operate and maintain the projects; and

4. Delegates authority to the Director of Transportation, or his designee, to execute and file the application and all documents necessary to obtain federal assistance under the grant or cooperative agreement; and

5. 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 9TH DAY OF SEPTEMBER 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. 26-58 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 9th day of September 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 # 9

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. 26-63 APPROVING A PROPOSITION A LOCAL RETURN FUND EXCHANGE AGREEMENT BETWEEN MONTEBELLO BUS LINES AND THE CITY OF MONTEBELLO**

DATE: September 9, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 26-63 approving a Proposition A Local Return Fund Exchange between Montebello Bus Lines (MBL) and the City of Montebello; and
2. Amend the Fiscal Year 2026-27 adopted operating budget by increasing appropriations by $2,750,000 in Account No. 210-99-7000.15 (Proposition A, Transfer Out to Transit Fund) and 600-99-4999.76 (Transit, Transfer In from Proposition A); and $1,925,000 in Account No. 600-99-7000.10 (Transit, Transfer Out to General Fund) and 100-99-4999.15 (General Fund, Transfer In from Transit Fund); and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Los Angeles County Metropolitan Transit Authority (Metro) administers the Proposition A Local Return Program (Proposition A) and distributes funds to Los Angeles County cities annually. These funds have restricted uses and must be spent within three (3) years of receipt. Any amount not used must be remitted back to Metro. However, Metro allows cities to exchange Proposition A funding with other Los Angeles County jurisdictions.

The proposed fund exchange between MBL and the City is to exchange $2,750,000 in the City's uncommitted Proposition A funds for $1,925,000 from the Transit Enterprise

Fund. The exchange rate for this proposal is 70 cents on the dollar and is consistent with the rate from prior exchanges.

An amendment to the Fiscal Year 2026-27 adopted operating budget is required to increase appropriations by $2,750,000 in Account No. 210-99-7000.15 (Proposition A, Transfer Out to Transit Fund) and 600-99-4999.76 (Transit, Transfer In from Proposition A); and $1,925,000 in Account No. 600-99-7000.10 (Transit, Transfer Out to General Fund) and 100-99-4999.15 (General Fund, Transfer In from Transit Fund).

BACKGROUND/DISCUSSION:

In November 1980, the Los Angeles County electorate approved the Proposition A Program, which is a half-cent sales tax dedicated to transportation funding. Under Proposition A, Los Angeles County cities receive an annual allocation of Local Return funds to support public transit and transportation infrastructure projects. Proposition A funds are restricted in use and must be expended within three (3) years of receipt to avoid lapsing and potential remittance back to Metro.

Due to the restrictive nature of Proposition A funds, limited eligible projects, and to avoid the potential lapse of Proposition A allocations, the City is proposing a fund exchange with MBL, consistent with the fund exchange approved by Council on August 13, 2025 (Attachment A). The proposed exchange is mutually beneficial and MBL has the capacity and eligible transit projects to fully utilize Proposition A funds within the required timeframe, while the City gains flexible General Fund resources to address broader municipal needs.

Under the proposed exchange, MBL will acquire $2,750,000 of the City's Proposition A funding, at an exchange rate of 70 cents on the dollar. In return, the City will receive $1,925,000 in unrestricted General Fund revenue. This agreement will allow the City to avoid the potential lapse of Proposition A funds while providing MBL with additional Proposition A funding that may be used for eligible transit projects to enhance service delivery.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend the City Council adopt Resolution No. 26-63 (Attachment B) approving a Proposition A fund exchange between the City and MBL to exchange $2,750,000 of the City's Proposition A funding for $1,925,000 from the Transit Enterprise Fund; amend the FY 2026-27 adopted operating budget by increasing appropriations by $2,750,000 in Account No. 210-99-7000.15 (Proposition A, Transfer Out to Transit Fund) and 600-99-

4999.76 (Transit, Transfer In from Proposition A); and $1,925,000 in Account No. 600-99-7000.10 (Transit, Transfer Out to General Fund) and 100-99-4999.15 (General Fund, Transfer In from Transit Fund); and take such additional, related action that may be desirable.

ATTACHMENT(S)

1. Attachment A – Resolution No. 25-61
2. Attachment B – Resolution No. 26-63

RESOLUTION NO. 25-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING AN EXCHANGE OF PROPOSITION A FUNDS WITH THE MONTEBELLO BUS LINES

RECITALS

WHEREAS, Proposition A ("Prop A") Funds in the County of Los Angeles are restricted for transit purposes only; and

WHEREAS, many local agencies have had difficulties expending allocated Prop A Funds due to said restricted purposes; and

WHEREAS, the Los Angeles Metropolitan Transportation Authority ("LACMTA") which administer such funds, has allowed local agencies that can expend the restricted Prop A Funds to exchange unrestricted revenues for the right to use another city's Prop A Funds for approved projects; and

WHEREAS, such exchanges usually involve an agreement by a local agency that can utilize the restricted Prop A Funds to pay the local agency that has available Prop A Funds a sum that is less than the amount of the Prop A Funds; and

WHEREAS, the local agency that can utilize the restricted Prop A Funds is therefore able to obtain these funds at a discounted rate while the other local agency that cannot utilize its Prop A Funds is able to receive unrestricted funds that can be put to use for other purposes; and

WHEREAS, the City of Montebello has a need for additional funds for capital improvement and maintenance projects of the City's infrastructure that are not eligible Prop A expenditures; and

WHEREAS, the Montebello Bus Lines can utilize the funds to provide various transit related service that would enhance ridership and contribute funding to other transit projects that are eligible for Prop A Funds; and

WHEREAS, the City of Montebello has uncommitted funding authority for Proposition A Local Return Funds that can be made available to the Montebello Bus Lines; and

WHEREAS, the City of Montebello is willing to assign Two Million Five Hundred Thousand Dollars ($2,500,000) of its uncommitted Proposition A Local Return Funds to the Montebello Bus Lines in exchange for the assignment by Montebello Bus Lines of One Million Seven Hundred and Fifty Thousand Dollars ($1,750,000) of its general funds to the City of Montebello; and

WHEREAS, the transaction set forth above is contingent upon approval by the LACMTA.

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

SECTION 1. The Proposition A Fund Trade between the City of Montebello and the Montebello Bus Lines is hereby approved. The City Manager is authorized to execute the Agreement for and on behalf of the City of Montebello and take such other action(s) as necessary to carry out the purpose of this Resolution.

SECTION 2. The City Clerk shall certify to the adoption of this Resolution and it shall become effective immediately upon approval.

APPROVED AND ADOPTED THIS 13TH DAY OF AUGUST 2025.

Salvador Melendez, Mayor

ATTEST:

Christopher Jimenez, Sr. Deputy City Clerk
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. 25-61 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 13th day of August 2025 and that said Resolution was adopted by the following vote, to-wit:

AYES: Peralta, Alonzo, Romero, Tamayo, Melendez
NOES: None
ABSTAIN: None
ABSENT: None

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: 8/13/2025

, Sr. Deputy City Clerk
Christopher Jimenez, City Clerk

ATTACHMENT _B_

RESOLUTION NO. 26-63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING AN EXCHANGE OF PROPOSITION A LOCAL RETURN FUNDS WITH MONTEBELLO BUS LINES

RECITALS

WHEREAS, Proposition A ("Prop A") Funds in the County of Los Angeles are restricted for transit purposes only; and

WHEREAS, many local agencies have had difficulties expending allocated Prop A Funds due to said restricted purposes; and

WHEREAS, the Los Angeles Metropolitan Transportation Authority ("LACMTA") which administer such funds, has allowed local agencies that to exchange restricted Prop A Funds with unrestricted revenues for the right to use another city's Prop A Funds for approved projects; and

WHEREAS, such exchanges usually involve an agreement whereby a local agency that can utilize the restricted Prop A Funds agrees to compensate another local agency that has available Prop A Funds in an amount less than the total value of those funds ; and

WHEREAS, through this arrangement, the local agency that can utilize the restricted Prop A Funds is therefore able to obtain these funds at a discounted rate while the other local agency that cannot unitize its Prop A Funds is able to receive unrestricted funds that can be put to use for other purposes; and

WHEREAS, Montebello Bus Lines has eligible transit-related projects and operational costs that qualify for the use of Prop A funds, and can fully utilize such funds for transit services and improvements consistent with Prop A requirements; and

WHEREAS, the City of Montebello has uncommitted funding authority for Proposition A Local Return Funds that can be made available to the Montebello Bus Lines; and

WHEREAS, the City of Montebello is willing to assign Two Million Seven Hundred and Fifty Thousand Dollars ($2,750,000) of its uncommitted Proposition A Local Return Funds to the Montebello Bus Lines in exchange for the assignment by Montebello Bus Lines of One Million Nine Hundred and Twenty Five Thousand Dollars ($1,925,000) of its general funds to the City of Montebello; and

WHEREAS, the transaction set forth above is contingent upon approval by the LACMTA.

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

SECTION 1. APPROVALS AND CERTIFICATIONS.

1. The Proposition A Fund Trade between the City of Montebello and Montebello Bus Lines is hereby approved. The City Manager is authorized to execute the Agreement for and on behalf of the City of Montebello and

take such other action(s) as necessary to carry out the purpose of this Resolution.

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

APPROVED AND ADOPTED THIS 9TH DAY OF SEPTEMBER 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. 26-63 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 9th day of September 2026 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

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

DATE: _____ _____
Christopher Jimenez, City Clerk

ITEM # 10

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Joseph Palombi, Director of Planning & Community Development

SUBJECT: **ADOPT RESOLUTION NO. 26-65 IMPLEMENTING THE COURT ORDER APPROVING THE JACMAR PROJECT**

DATE: September 9, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve a Resolution confirming and implementing the Superior Court's Order dated July 16, 2026, approving Molinari's application to build 15 single-family residences at 301 Jacmar Drive, Montebello ("Project") pursuant to the California Housing Accountability Act ("HAA");and
2. Pursuant to Montebello Municipal Code Section 17.78.130, the City Council refers this item back to the Planning Commission; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Unknown at this time. The project is anticipated to generate property tax revenue and development fee revenue as a result of the Court's order to approve the development of the project

BACKGROUND/DISCUSSION:

On January 22, 2024, William Molinari (the "Applicant") submitted an application seeking approval for the construction of 15 residential dwelling units and the subdivision of one lot totaling approximately 60,101 square feet (or 1.38 Acres) into 16 lots at 301 Jacmar Drive (the "Project"). The Planning Commission held hearings on the Project on June 4, 2024, June 18, 2024, and July 16, 2024. At the end of the July 16, 2024, hearing, the Commission voted not to approve the Project. Molinari appealed to the Commission's

decision to the City Council.

On March 26, 2025, the City Council held a public hearing. The City Council denied Molinari's appeal, and the Project remained disapproved.

On June 23, 2025, the Applicant filed a Petition for Writ of Mandate alleging the City violated the Housing Accountability Act ("HAA") in denying the Project.

On August 12, 2026, Honorable Tiana J. Murillo of the Los Angeles Superior Court issued an order on the trial of this lawsuit. Pursuant to the State's Housing Accountability Act, the court found that the Project qualifies as a housing development project because it consists of only residential units (citing Government Code § 65589.5(h)(2)(A).) The court also found that community opposition is not a basis for denial under the HAA (citing Government Code §65589.5(j)(1).) Pursuant to Government Code §65589.5(k)(1)(A), the court ordered the City to set aside and vacate the decision to deny the application for the Project and to approve the Project. Notably, the court found that the City did not act in bad faith in denying the Project.

ENVIRONMENTAL:

All environmental analysis of this project has been completed.

ANALYSIS:

N/A

SUMMARY:

While the City has the right to review and evaluate housing development proposals, any applicant who is denied a project also has the right to seek judicial relief when a project has been denied. This was precisely what Molinari did, and after the court reviewed, the court determined that the City's decision to reject and deny the Project was inconsistent with the City's power under the State's HAA. The court ordered the City to set aside and vacate the decision to deny the application for the Project and to approve the Project. The attached Resolution is a necessary step to effectuate the court's directive. The ability of the City Council to take any action other than approving the Resolution would be in opposition to the court's direction and would place the City in contempt of the court's order.

ATTACHMENT(S)

1. Attachment A - Resolution No. 26-65 - Upholding Court Order

RESOLUTION NO. 26-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, OVERTURNING AND RESCINDING RESOLUTION NO. 24-61 WHICH DENIED THE APPROVAL OF SITE PLAN REVIEW AND ZONE VARIANCES (PC-2024-0002-SPR/ZV/TTM) AND DENIED A TENTATIVE TRACT MAP APPLICATION (NO. 084478) FOR CONSTRUCTION OF 15 RESIDENTIAL DWELLING UNITS AND 16 LEGAL LOTS FOR THE PROPERTY LOCATED AT 301 JACMAR DRIVE, AND IMPLEMENTING THE COURT ORDER ISSUED ON AUGUST 12, 2026, APPROVING THE PROJECT, AND TRANSMITTING THE REQUEST TO THE PLANNING COMMISSION PURSUANT TO THE MONTEBELLO MUNICIPAL CODE

RECITALS

WHEREAS, On January 22, 2024, William Molinari ("Applicant") submitted an application (PC-2024-0002-SPR/ZV/TTM) to the City in an effort to allow for the construction of a total of 15 residential dwelling units and the subdivision to subdivide one lot to 16 lots at the property located at 301 Jacmar Drive (the "Project"); and

WHEREAS, pursuant to Montebello Municipal Code ("MMC") Chapters 16.12, 17.72 and 17.74, the Project required Tentative Tract Map approval, three Zone Variances related to reduced lot size, lot coverage, and setbacks, and Site Plan Review; and

WHEREAS, the Planning Commission conducted a duly noticed public hearing on June 4, 2024, which was continued to June 18, 2024, and July 16, 2024, and on July 16, 2024, the Planning Commission voted 2-1-2-0 to deny the Site Plan Review and Zone Variances and recommend denial of the Tentative Tract Map to the City Council; and

WHEREAS, on July 24, 2024, Applicant filed a timely appeal of the Planning Commission's decisions in accordance with MMC Chapter 17.78 ("Appeal"); and

WHEREAS, August 14, 2024, the City Council considered the appeal for the Site Plan Review and Zone Variances during a duly noticed public hearing and upheld the decision of the Planning Commission denying the Project; and

WHEREAS, the Applicant filed a lawsuit with the Los Angeles Superior Court seeking a court order setting aside the action of the City Council to deny the Project; and

WHEREAS, on August 12, 2026, Los Angeles County Superior Court Judge Tiana J. Murillo of the Los Angeles Superior Court issued an order that pursuant to the State's Housing Accountability Act ("HAA") which found that the Project qualifies as a housing development project because it consists of only residential units (citing Government Code § 65589.5(h)(2)(A).) The court also found that community opposition is not a basis for denial under the HAA (citing Government Code §65589.5(j)(1).) Pursuant to Government

Code §65589.5(k)(1)(A), the court ordered the City to set aside and vacate the decision to deny the application for the Project and to approve the Project. Notably, the court found that the City did not act in bad faith in denying the Project.

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

SECTION 1. RECTIALS. The City Council finds that the foregoing recitals are true and correct and are hereby incorporated as substantive findings in this Resolution.

SECTION 2. DETERMINATION AND ORDER OF THE COURT. The Court ordered the City to set aside and vacate the decision to deny the application for the Project and to approve the Project.

SECTION 3. DECISION. Based on the Court order issued by Judge Tiana J. Murillo, Los Angeles County Superior Court, the City Council hereby orders the approval of the Project as presented. The City Council hereby rescinds its previously approved Resolution NO. 24-61.

SECTION 4. REFERRAL TO THE PLANNING COMMISSION. Pursuant to Montebello Municipal Code Section 17.78.130, the City Council refers this item back to the Planning Commission for review, but all action by the Planning Commission and the City Council shall be consistent with the Court Order from Judge Murillo dated August 12, 2026.

SECTION 4. 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 9TH DAY OF SEPTEMBER 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. 26-65 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 9th day of September 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 # 11

APPROVAL OF MINUTES: AUGUST 26, 2026, CITY COUNCIL MEETING

CITY OF MONTEBELLO
REGULAR MEETING

MINUTES

WEDNESDAY, AUGUST 26, 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 6:00 p.m.

ROLL CALL

Members present were Mayor Tamayo, Mayor Pro Tem Romero, Councilmember Peralta, Councilmember Alonzo, and Councilmember Melendez. City Clerk Jimenez and City Treasurer Matanga were also present.

City Attorney Arnold Alvarez-Glasman, City Manager Raul Alvarez, Assistant City Manager Angelica Palmeros, Management Analyst Samantha Nevarez, and Department Directors Kimberly Guillen, Michael Solorza, Joseph Palombi, Ramon Figueroa, 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 6:01 p.m. to consider the following Closed Session items:

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
   Government Code Section 54956.9(d)(1)
   Coalition for Clean Air v. City of Montebello
   LA Superior Court Case No. 26STCP02794

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Molinari v. City of Montebello
LA Superior Court Case No. 25STCP02304

REGULAR SESSION - 7:00 P.M.

CLOSED SESSION REPORT

Mayor Tamayo reconvened the meeting at 7:01 p.m.

All five members were present to discuss all Closed Session items. City Attorney Noel Tapia provided the following report to City Council: Item No. 1, a briefing was provided to City Council, no action was taken, and nothing further to report; Item No. 2, 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 Montebello Future Leaders Matteo and Juliana Curiel.

CORRECTIONS TO THE AGENDA - CITY MANAGER

City Manager Alvarez pulled Item No. 3.

CEREMONIAL ITEMS/PRESENTATIONS

3. CITIZEN OF THE MONTH - SISTER SUZANNE JABRO
This item was moved to a future meeting.

4. CITIZEN OF THE MONTH - LOVEY SHERMAN
Led by Mayor Tamayo.

5. CDBG SECTION 108 LOAN PROJECT IDEAS
Director of Parks and Recreation David Sosnowski and Director of Public Works Cesar Roldan presented the item.

6. MCAP PRESENTATION
The item was presented by Fire Chief Pelaez.

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)
At this time, the public may submit speaker card(s) to the City Clerk staff, for both agenda and non-agenda items, prior to the beginning of this statement; Public Hearing items do not require a speaker card.

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

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

DRAFT

The City Clerk's Office acknowledged two(2) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council, and the speaker cards are on file at the City Clerk's office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

None.

REGULAR BUSINESS

7. ADOPTION OF PLANS, SPECIFICATIONS, AND AUTHORIZATION TO SOLICIT BIDS FOR CONSTRUCTION OF THE SENIOR CENTER BASEMENT REMODEL, 115 S. TAYLOR AVENUE (CAPITAL PROJECT NO. 925)

RECOMMENDATION: It is recommended that the City Council:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); and
2. Adopt the completed plans and specifications for the Senior Center Basement Remodel at 115 S. Taylor Avenue, Capital Project No. 925; and
3. Authorize staff to proceed with solicitation of bids for construction; and
4. Take such additional, related action that may be desirable.

Deputy Director of Public Works James Coiner presented the item.

The City Clerk's Office acknowledged two(2) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council, and the speaker cards are on file at the City Clerk's office.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Romero, to approve the item; the motion was approved unanimously.

8. BUS STOP IMPROVEMENT PROJECT (BSIP) – RECEIVE AND FILE TECHNICAL MEMORANDUM AND PROJECT CANCELLATION DUE TO FUNDING DEFICIT

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file the Bus Stop Improvement Project (BSIP) Final Technical Memorandum; and
2. Approve canceling the BSIP due to a $9.600 million funding deficit; and
3. Authorize the City Manager to re-evaluate the project scope, design standards, and procurement strategies for re-solicitation at a future date; and
4. Take such additional, related, action that may be desirable.

Director of Transportation, John Soria presented the item.

Copuncilmember Peralta motioned, seconded by Councilmember Melendez, to approve the item; the motion was approved unanimously.

CONSENT CALENDAR

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

Councilmember Alonzo pulled Item No. 15 for comment.

Mayor Tamayo pulled Item No 12 for comment.

Councilmember Melendez motioned, seconded by Councilmember Alonzo, to approve Item Nos. 9-11, 13-14, and 16-17; the motion was approved unanimously.

9. ADOPTION OF PLANS, SPECIFICATIONS, AND AUTHORIZATION TO SOLICIT BIDS FOR THE WHITTIER BOULEVARD PAVING THE WAY PROJECT (CAPITAL PROJECT NO. 889)

DRAFT

RECOMMENDATION: It is recommended that the City Council:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); and
2. Adopt the completed plans and specifications for the Whittier Blvd. Paving the Way Capital Project No. 889; and
3. Authorize the Public Works Director to solicit bids pursuant to the California Public Contract Code, the City of Montebello Municipal Code, and the Standard Specifications for Public Works Construction (Greenbook); and
4. Direct staff to return to City Council with a recommendation for contract award following bid evaluation; and
5. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Councilmember Alonzo, to approve the item; the motion was approved unanimously.

10. APPROVAL OF EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT(JAG) PROGRAM - LOCAL SOLICITATION FUNDS UTILIZATION

RECOMMENDATION: It is recommended that the City Council:

1. Approve the use of grant funding awarded to the City by the Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Solicitation, in the amount of $17,367; and

2. Amend the Fiscal Year 2026-27 budget and increase appropriations by $17,367 in (Expenditure) Account No. 240-8055-800-5010.10 (Justice Assistance Grants, JAG Program Funds, Overtime), and $17,367 in (Revenue) Account 240-99-4198 (Justice Assistance Grants, Miscellaneous Grants); and,

3. Take such additional, related action that may be desirable

Councilmember Melendez motioned, seconded by Councilmember Alonzo, to approve the item; the motion was approved unanimously.

11. AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4611 TO ALLTECH INDUSTRIES, INC. FOR CROSSING GUARD SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4611 to Alltech Industries Inc. for Crossing Guard Services; and
2. Authorize the City Manager to execute the Agreement on behalf of the City; and
3. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Councilmember Alonzo, to approve the item; the motion was approved unanimously.

12. AUTHORIZATION TO SUBMIT AN APPLICATION FOR THE OUTDOOR RECREATION LEGACY PARTNERSHIP GRANT PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Authorize submission of an application for the Outdoor Recreation Legacy Partnership Grant Program; and
2. Authorize the City Manager to conduct all negotiations and execute and submit documents necessary for the completion of the awarded project; and
3. Take such additional, related, action that may be desirable.

Mayor Tamayo spoke in support of the item.

Councilmember Melendez motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved unanimously.

DRAFT

13. APPROVE AGREEMENT NO. 4609 WITH LOS ANGELES CENTERS FOR ALCOHOL AND DRUG ABUSE (LA CADA) FOR OPERATION AND SUPPORTIVE SERVICES FOR OPERATION STAY SAFE (TINY HOMES)

RECOMMENDATION: It is recommended that the City Council:

1. Approve Professional Services Agreement No. 4609 with Los Angeles Centers for Alcohol and Drug Abuse (LA CADA) for the continued operation, management, and provision of supportive services for the City's Operation Stay Safe (OSS) program, for a total not-to-exceed amount of $1,475,728 for Fiscal Year 2026-27, subject to the availability and appropriation of sufficient program and grant funding; and
2. Authorize the City Manager to execute the agreement on behalf of the City; and
3. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Councilmember Alonzo, to approve the item; the motion was approved unanimously.

14. APPROVE LEASE AND FINANCING AGREEMENT WITH THE BANCORP, N.A. FOR THE ACQUISITION OF POLICE PATROL VEHICLES

RECOMMENDATION: It is recommended that the City Council:

1. Approve the comprehensive leasing plan with The Bancorp, N.A. for acquisition of six (6) Police Department patrol vehicles; and
2. Authorize the City Manager to execute the agreement; and
3. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Councilmember Alonzo, to approve the item; the motion was approved unanimously.

15. APPROVE AGREEMENT NO. 4615 WITH THE LOS ANGELES COMMUNITY GARDEN COUNCIL FOR MANAGEMENT OF THE CHET HOLIFIELD PARK COMMUNITY GARDEN

RECOMMENDATION: It is recommended that the City Council:

1. Approve Agreement No. 4615 with the Los Angeles Community Garden Council (“LACGC”) for a three-year term to manage and operate the community garden at Chet Holifield Park; and
2. Take such additional, related action that may be desirable.

Councilmember Alonzo spoke in support of the item.

Councilmember Alonzo motioned, seconded by Mayor Pro Tem Romero, to approve the item; the motion was approved unanimously.

16. APPROVAL OF MINUTES: JUNE 24, 2026, CITY COUNCIL MEETING; JUNE 24, 2026, CITY COUNCIL AND PUBLIC FINANCING AUTHORITY JOINT MEETING; JULY 27, 2026, SPECIAL CITY COUNCIL MEETING; AUGUST 12, 2026, CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

Councilmember Melendez motioned, seconded by Councilmember Alonzo, to approve the item; the motion was approved unanimously.

17. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 26-61 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED AUGUST 26, 2026

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 26-61 approving the Warrant Register dated August 26, 2026.

Councilmember Melendez motioned, seconded by Councilmember Alonzo, to approve the item; the motion was approved unanimously.

DRAFT

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 September 9, 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, August 23, 2026, no later than 6:00 p.m.**

Kimberly Guillen, Director of City Clerk Services

Mayor Tamayo adjourned the meeting at 8:55 p.m.

DRAFT

THE MINUTES OF AUGUST 26, 2026, ARE HEREBY APPROVED AND ADOPTED ON THIS 9TH DAY OF SEPTEMBER 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 In-person

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:** Thank You

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Ana Marie LeNoue **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: Soroptimist

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 2

SPEAKER CARD online

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Corey Mappel **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 1 ✓

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** 7

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: Aug 26 2024 **TIME RECEIVED:** 8:07

SPEAKER'S FULL NAME: Elva Sammy Osorio **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 2

SPEAKER CARD online

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.** 7

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Corey Chappel **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

ITEM # 12

PAYMENT OF BILLS: ADOPT RESOLUTION NO. 26-62 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED SEPTEMBER 9, 2026

RESOLUTION NO. 26-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING AND ALLOWING CERTAIN CLAIMS AND DEMANDS

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

SECTION 1. That the reference is hereby made to that certain Register of Audited Demand No.1616, consisting of 7 pages, and including:

Warrant No.

General: Check No. 612094 through 612222
ACH No. 11850 through 11936
Successor Check No. 1552

On file in the office of the City Clerk, the same having been audited and approved by the Assistant Director of Finance as required by law.

SECTION 2. That the said City Council having examined each such demand does hereby approve and direct the payment of same, as set forth in said Register, except the following Warrant No.

_____

_____

_____

SECTION 3. That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED ON THIS 09th OF SEPTEMBER 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. 26-62 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 09th day of September 2026 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

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

DATE: _____

_____
Christopher Jimenez, City Clerk

- Exhibit A – Warrant Register

City of Montebello
Register of Demands No. 1616
From Payment Date 08/14/26 - To Payment Date 08/27/26

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION		VENDOR NAME
11850	07/31/2026	$892.48	SUPPLIES	3163	BANK OF AMERICA
11851	07/31/2026	$1,063.23	SUPPLIES	3163	BANK OF AMERICA
11852	07/31/2026	$795.69	SUPPLIES	3163	BANK OF AMERICA
11853	07/31/2026	$801.07	SUPPLIES	3163	BANK OF AMERICA
11854	07/31/2026	$653.14	SUPPLIES	3163	BANK OF AMERICA
11855	07/31/2026	$46.55	SUPPLIES	3163	BANK OF AMERICA
11856	07/31/2026	$954.16	ADVERTISING/PRINTING SERVICES	3163	BANK OF AMERICA
11857	07/31/2026	$1,290.13	CONTRACT SERVICES	3163	BANK OF AMERICA
11858	07/31/2026	$1,308.71	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
11859	07/31/2026	$3,549.60	SUPPLIES	3163	BANK OF AMERICA
11860	07/31/2026	$4,744.57	SUPPLIES	3163	BANK OF AMERICA
11861	07/31/2026	$2,163.36	SUPPLIES	3163	BANK OF AMERICA
11862	07/31/2026	$28.00	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
11863	07/31/2026	$210.00	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
11864	07/31/2026	$1,412.71	SUPPLIES	3163	BANK OF AMERICA
11865	08/20/2026	$331.50	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
11866	08/20/2026	$123.95	SUPPLIES	67210	AIR SOURCE INDUSTRIES INC
11867	08/20/2026	$9,213.59	MACHINERY & EQUIPMENTS	2586	AMAZON CAPITAL SERVICES INC
11868	08/20/2026	$10,072.19	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
11869	08/20/2026	$58,166.62	CONTRACT SERVICES	3016	ANTARES GOLF LLC
11870	08/20/2026	$583.24	VEHICLE MAINTENANCE/EXPENSES	1101	BLACK AND WHITE EMERGENCY VEHICLES LLC
11871	08/20/2026	$500.00	MACHINERY & EQUIPMENTS	72	COGRAN SYSTEMS LLC
11872	08/20/2026	$7,385.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
11873	08/20/2026	$4,766.08	OTHER GROUP INSURANCE PAYABLE	4110	DELTA DENTAL OF CALIFORNIA
11874	08/20/2026	$132.00	CONTRACT SERVICES	3285	DIANA E RAMIREZ DBA RAPID LEGAL CENTER
11875	08/20/2026	$2,204.31	SUPPLIES	2059	HASA INC
11876	08/20/2026	$9,730.15	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
11877	08/20/2026	$17,934.58	CONTRACT SERVICES	3490	INTER-CON SECUIRTY SYSTEMS INC
11878	08/20/2026	$8,845.00	CONTRACT SERVICES	1612	JCL TRAFFIC SERVICES
11879	08/20/2026	$575.00	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS INC
11880	08/20/2026	$32,485.99	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
11881	08/20/2026	$510.00	CONTRACT SERVICES	54240	PDQ ENTERPRISES INC

City of Montebello
Register of Demands No. 1616
From Payment Date 08/14/26 - To Payment Date 08/27/26

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION		VENDOR NAME
11882	08/20/2026	$705.57	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
11883	08/20/2026	$1,154.03	SUPPLIES	45120	ULINE INC
11884	07/31/2026	$110.00	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
11885	07/31/2026	$381.67	SUPPLIES	3163	BANK OF AMERICA
11886	07/31/2026	$3,236.51	SUPPLIES	3163	BANK OF AMERICA
11887	07/31/2026	$424.93	SUPPLIES	3163	BANK OF AMERICA
11888	07/31/2026	$991.30	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
11889	07/31/2026	$1,300.00	SUPPLIES	3163	BANK OF AMERICA
11890	07/31/2026	$2,943.32	SUPPLIES	3163	BANK OF AMERICA
11891	07/31/2026	$1,350.87	SUPPLIES	3163	BANK OF AMERICA
11892	08/27/2026	$69,000.00	CONTRACT SERVICES	3333	A & A FLEET PAINTING INC
11893	08/27/2026	$6,400.00	CDBG - ADMINISTRATION	38010	ADVANCED AVANT-GARDE CORPORATION
11894	08/27/2026	$40.00	CARPOOL INCENTIVE	5277	JAIME ALMEIDA-SOTOMAYOR
11895	08/27/2026	$115,425.35	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
11896	08/27/2026	$8,630.32	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
11897	08/27/2026	$15,626.88	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
11898	08/27/2026	$40.00	CARPOOL INCENTIVE	289	ANDREA ANDRADE
11899	08/27/2026	$40.00	CARPOOL INCENTIVE	61470	ERIKA L ANDRADE
11900	08/27/2026	$4,834.38	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
11901	08/27/2026	$40.00	CARPOOL INCENTIVE	4827	RIJUL BHASKAR
11902	08/27/2026	$9,702.26	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
11903	08/27/2026	$739.38	VEHICLE MAINTENANCE/EXPENSES	70920	DECALS BY DESIGN INC
11904	08/27/2026	$40.00	CARPOOL INCENTIVE	4159	ROBERT FIERRO
11905	08/27/2026	$80.00	CARPOOL INCENTIVE	2572	MARLENE GIL
11906	08/27/2026	$40.00	CARPOOL INCENTIVE	3706	ALEX GILLMAN
11907	08/27/2026	$40.00	CARPOOL INCENTIVE	3123	NEIRA YESSIE GRANADOS
11908	08/27/2026	$40.00	CARPOOL INCENTIVE	3681	LIZETTE GUERRERO
11909	08/27/2026	$10,484.83	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
11910	08/27/2026	$18,244.07	CONTRACT SERVICES	2793	IBE DIGITAL
11911	08/27/2026	$17,324.51	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
11912	08/27/2026	$40.00	CARPOOL INCENTIVE	3707	KEVORK KALAYCI
11913	08/27/2026	$40.00	CARPOOL INCENTIVE	4439	DANESSA DANETTE LLANES
11914	08/27/2026	$10,530.40	CONTRACT SERVICES	19040	MUNICIPAL CONTRACT ADMINISTRATORS INC
11915	08/27/2026	$66,597.64	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES

City of Montebello
Register of Demands No. 1616
From Payment Date 08/14/26 - To Payment Date 08/27/26

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION		VENDOR NAME
11916	08/27/2026	$1,999.00	CONTRACT SERVICES	4010	NESHAMA 456 LLC
11917	08/27/2026	$40.00	CARPOOL INCENTIVE	2203	SAMANTHA NEVAREZ
11918	08/27/2026	$72.84	MACHINERY & EQUIPMENTS	24690	NEW FLYER AMERICA (USA) INC
11919	08/27/2026	$30.00	CARPOOL INCENTIVE	138	BRIANNON PADILLA
11920	08/27/2026	$95,079.60	CONTRACT SERVICES	42180	PCAM LLC DBA PARKING COMPANY OF AMERICA
11921	08/27/2026	$30.00	CARPOOL INCENTIVE	3198	SUSAN PEEBLES
11922	08/27/2026	$40.00	CARPOOL INCENTIVE	5274	BRIAN PEREZ
11923	08/27/2026	$40.00	CARPOOL INCENTIVE	4327	ROSEMARY PERICH
11924	08/27/2026	$588.17	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
11925	08/27/2026	$40.00	CARPOOL INCENTIVE	3712	MATTHEW ROBERT RAMOS
11926	08/27/2026	$40.00	CARPOOL INCENTIVE	69960	NICOLE I SAUCEDO
11927	08/27/2026	$4,860.00	CONTRACT SERVICES	3244	SCRIPPS EXECUTIVE HEALTH MEDICAL GROUP INC
11928	08/27/2026	$1,613.17	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
11929	08/27/2026	$30.00	CARPOOL INCENTIVE	4109	ISELA SIORDIA
11930	08/27/2026	$40.00	CARPOOL INCENTIVE	3001	MICHAEL SOLORZA
11931	08/27/2026	$40.00	CARPOOL INCENTIVE	3053	MICHAEL TELLES
11932	08/27/2026	$41,666.66	MISCELLANEOUS EXPENSE	4761	TREND SPORTS II LLC
11933	08/27/2026	$483.51	SUPPLIES	45120	ULINE INC
11934	08/27/2026	$236,163.91	CONTRACT SERVICES	4841	VOLTAIRE ENGINEERING INC
11935	08/27/2026	$1,744.00	MACHINERY & EQUIPMENTS	9470	W W GRAINGER INC DBA: GRAINGER
11936	08/27/2026	$40.00	CARPOOL INCENTIVE	5038	JESSIE WOO
	ACH TOTAL	**$934,771.68**			
612094	08/20/2026	$1,567.56	CONTRACT SERVICES	3762	SUPERIOR PROTECTION SERVICES CA INC
612095	08/20/2026	$2,885.00	CONTRACT SERVICES	5377	AGILE OCCUPATIONAL MEDICINE, PC
612096	08/20/2026	$9,300.00	CONTRACT SERVICES	3646	ALLIED DISASTER DEFENSE
612097	08/20/2026	$188.76	UTILITY SERVICES	39550	AT&T
612098	08/20/2026	$15,181.09	UTILITY SERVICES	39550	AT&T
612099	08/20/2026	$43.82	UTILITY SERVICES	39550	AT&T
612100	08/20/2026	$151.20	UTILITY SERVICES	39550	AT&T
612101	08/20/2026	$4,074.29	UTILITY SERVICES	1732	AT&T CORP
612102	08/20/2026	$101.22	UTILITY SERVICES	5420	AT&T MOBILITY
612103	08/20/2026	$170.00	CONTRACT SERVICES	5138	AT&T MOBILITY NATIONAL ACCOUNTS, LLC

City of Montebello
Register of Demands No. 1616
From Payment Date 08/14/26 - To Payment Date 08/27/26

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION		VENDOR NAME
612104	08/20/2026	$10,205.07	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE INC
612105	08/20/2026	$250.00	GENERAL GOVERNMENT	5555	ESTHER BARRENO
612106	08/20/2026	$644.00	VEHICLE MAINTENANCE/EXPENSES	5258	BEVERLY HAND CAR WASH, INC.
612107	08/20/2026	$30,458.25	CONTRACT SERVICES	4831	BOWMAN CONSULTING GROUP LTD
612108	08/20/2026	$557.60	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
612109	08/20/2026	$28.64	UTILITY SERVICES	36610	CITY OF PICO RIVERA
612110	08/20/2026	$13,897.84	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
612111	08/20/2026	$950.00	CONTRACT SERVICES	4956	E GALLO INC
612112	08/20/2026	$508.32	CONTRACT SERVICES	5256	FLOWATER, INC.
612113	08/20/2026	$1,299.93	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
612114	08/20/2026	$409.73	SUPPLIES	3240	FOUNDATION BUILDING MATERIALS
612115	08/20/2026	$80.00	GENERAL GOVERNMENT	5556	MARIA GARCIA
612116	08/20/2026	$250.00	GENERAL GOVERNMENT	5554	GIRL SCOUT OF GREATER LOS ANGELES
612117	08/20/2026	$24,500.00	CONTRACT SERVICES	5541	KABC-AM RADIO
612118	08/20/2026	$3,556.60	TRAINING	3452	ARNOLD E KLEMENT
612119	08/20/2026	$96.00	UTILITY SERVICES	1627	MARCOM COMMUNICATIONS SYSTEMS
612120	08/20/2026	$37,527.03	AFLAC OTHER	4336	METROPOLITAN LIFE INSURANCE COMPANY
612121	08/20/2026	$70.00	PARKS AND RECREATION	5558	EVELYN MEZA
612122	08/20/2026	$2,775.96	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
612123	08/20/2026	$9,187.71	VEHICLE MAINTENANCE/EXPENSES	70510	CSK AUTO INC
612124	08/20/2026	$5,003.00	MACHINERY & EQUIPMENTS	4614	PARAMOUNT TECHNOLOGIES INC
612125	08/20/2026	$6,848.99	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
612126	08/20/2026	$710.45	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
612127	08/20/2026	$1,385.00	CONTRACT SERVICES	4173	SHIELD PEST MANAGEMENT LLC
612128	08/20/2026	$49,690.02	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
612129	08/20/2026	$465.00	CONTRACT SERVICES	4160	SOUTHERN CALIFORNIA MUNICIPAL ATHLETIC FED
612130	08/20/2026	$214.38	CONTRACT SERVICES	3762	SUPERIOR PROTECTION SERVICES CA INC
612131	08/20/2026	$250.00	CONTRACT SERVICES	526	T-MOBILE USA INC
612132	08/20/2026	$2,080.00	CONTRACT SERVICES	3206	THE COUNSELING TEAM INTERNATIONAL
612133	08/20/2026	$25,275.26	CONTRACT SERVICES	1639	TRANSTECH ENGINEERS INC
612134	08/20/2026	$8,364.92	CONTRACT SERVICES	5322	TURBO DATA SYSTEMS, INC.
612135	08/20/2026	$54,473.58	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP DBA ALLIED UNIVERSAL
612136	08/20/2026	$3,741.44	UTILITY SERVICES	72570	US TELEPACIFIC CORP
612137	08/20/2026	$58.54	CONTRACT SERVICES	4593	VESTIS GROUP INC

City of Montebello
Register of Demands No. 1616
From Payment Date 08/14/26 - To Payment Date 08/27/26

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION		VENDOR NAME
612138	08/20/2026	$2,000.00	CONTRACT SERVICES	3323	WASHINGTON CONSULTING GROUP LLC
612139	08/20/2026	$6,976.19	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
612140	08/20/2026	$4,251.05	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
612141	08/20/2026	$16,785.26	VEHICLE MAINTENANCE/EXPENSES	5479	WESTERN STATES CONVERTERS & TRANSMISSIONS, INC.
612142	08/20/2026	$197.14	SUPPLIES	33390	WHITTIER FERTILIZER COMPANY
612143	08/20/2026	$2,766.73	SUPPLIES	67320	WINZER
612144	08/27/2026	$40.00	CARPOOL INCENTIVE	5304	MARTHA CORTEZ
612145	08/27/2026	$1,600.00	CONTRACT SERVICES	3284	VANESSA SIDA
612146	08/27/2026	$30.00	CARPOOL INCENTIVE	5132	NICOLE AGUIRRE
612147	08/27/2026	$35,500.00	DUES & SUBSCRIPTIONS	15200	AMERICAN PUBLIC TRANSPORTATION ASSOCIATION
612148	08/27/2026	$2,000.00	CONTRACT SERVICES	5453	JOSIAH ARNOLD DBA APEX TRAINING SOLUTIONS
612149	08/27/2026	$12,580.74	UTILITY SERVICES	39550	AT&T
612150	08/27/2026	$56.93	UTILITY SERVICES	39550	AT&T
612151	08/27/2026	$75.60	UTILITY SERVICES	39550	AT&T
612152	08/27/2026	$2,808.34	UTILITY SERVICES	38380	AT&T
612153	08/27/2026	$540.08	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE INC
612154	08/27/2026	$46,763.75	CONTRACT SERVICES	5539	MARY BASHFORD DBA BASHFORD ENTERPRISES
612155	08/27/2026	$141.81	TRAINING	51580	VICTORIA P BORJA
612156	08/27/2026	$3,698.40	CONTRACT SERVICES	4831	BOWMAN CONSULTING GROUP LTD
612157	08/27/2026	$766.37	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
612158	08/27/2026	$12,350.00	CONTRACT SERVICES	5538	ANTONIO CERVANTES DBA DOS LAGOS CONSTRUCTION
612159	08/27/2026	$131.85	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
612160	08/27/2026	$2,035.25	SUPPLIES	36870	CINTAS CORPORATION NO 3
612161	08/27/2026	$259.44	SUPPLIES	36870	CINTAS CORPORATION NO 3
612162	08/27/2026	$500.00	CONTRACT SERVICES	1416	CITY OF WHITTIER
612163	08/27/2026	$21,954.24	MACHINERY & EQUIPMENTS	3568	CIVICPLUS LLC
612164	08/27/2026	$7,590.00	TRAINING	4633	COASTAL HELICOPTERS
612165	08/27/2026	$12,625.00	CONTRACT SERVICES	4026	CODE CONSULTING GROUP, LLC
612166	08/27/2026	$150.00	CONTRACT SERVICES	5374	CONCENTRA MEDICAL CENTERS
612167	08/27/2026	$1,137.50	GENERAL GOVERNMENT	5560	RICARDO CONTRERAS
612168	08/27/2026	$5,051.32	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
612169	08/27/2026	$5,563.34	CONTRACT SERVICES	4846	CWE
612170	08/27/2026	$238.00	TRAVEL & MEETINGS	4736	JOE DE LA TORRE
612171	08/27/2026	$1,932.19	MACHINERY & EQUIPMENTS	13360	DELL MARKETING LP

City of Montebello
Register of Demands No. 1616
From Payment Date 08/14/26 - To Payment Date 08/27/26

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION		VENDOR NAME
612172	08/27/2026	$1,427.51	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
612173	08/27/2026	$793.60	SUPPLIES	3240	FOUNDATION BUILDING MATERIALS
612174	08/27/2026	$36,376.88	VEHICLE MAINTENANCE/EXPENSES	33460	GOODYEAR TIRE & RUBBER COMPANY
612175	08/27/2026	$66,299.86	MACHINERY & EQUIPMENTS	25080	GOVERNMENTJOBS.COM INC DBA: NEOGOV
612176	08/27/2026	$40.00	CARPOOL INCENTIVE	5567	KRISTINE GUERRERO
612177	08/27/2026	$3,364.81	MACHINERY & EQUIPMENTS	9390	HDL SOFTWARE LLC
612178	08/27/2026	$250.00	GENERAL GOVERNMENT	5571	CYNTHIA HERRERA
612179	08/27/2026	$14,400.00	CONTRACT SERVICES	5289	INSIGHT STRATEGIES, INC.
612180	08/27/2026	$3,004.00	CONTRACT SERVICES	5198	ION SECURITY & FIRE SYSTEMS INC.
612181	08/27/2026	$473.00	TRAVEL & MEETINGS	3708	VERONICA LARA
612182	08/27/2026	$30.00	SUPPLIES	9200	LOS ANGELES COUNTY ASSESSOR OFFICE
612183	08/27/2026	$3,634.00	PERMITS AND FEES	56850	LOS ANGELES COUNTY FIRE DEPARTMENT
612184	08/27/2026	$442.29	SUPPLIES	2758	MCA DIRECT
612185	08/27/2026	$5,586.35	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
612186	08/27/2026	$164.89	VEHICLE MAINTENANCE/EXPENSES	70510	CSK AUTO INC
612187	08/27/2026	$46,799.99	MACHINERY & EQUIPMENTS	2801	OPENGOV INC
612188	08/27/2026	$10,571.15	CONTRACT SERVICES	861	PG & J ENVIRONMENT INC
612189	08/27/2026	$30.00	CARPOOL INCENTIVE	5191	JILLIAN PICADO
612190	08/27/2026	$1,000.00	MAIL/ POSTAL EXPENSE	697	QUADIENT FINANCE USA INC
612191	08/27/2026	$250.00	GENERAL GOVERNMENT	5559	ELSA REVELES
612192	08/27/2026	$450.00	CONTRACT SERVICES	134	RHM APPRAISAL SERVICES
612193	08/27/2026	$40.00	CARPOOL INCENTIVE	4120	KORINA RODRIGUEZ
612194	08/27/2026	$250.00	GENERAL GOVERNMENT	5573	LORENA ROMERO
612195	08/27/2026	$250.00	GENERAL GOVERNMENT	5564	VIANEY RUBIO
612196	08/27/2026	$7,410.26	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
612197	08/27/2026	$65.00	DUES & SUBSCRIPTIONS	34990	SAN GABRIEL VALLEY CITY MANAGERS ASSOC
612198	08/27/2026	$15,363.87	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
612199	08/27/2026	$4,750.80	CONTRACT SERVICES	673	SERVIAM BY WRIGHT LLP
612200	08/27/2026	$1,100.56	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
612201	08/27/2026	$9,503.84	VEHICLE MAINTENANCE/EXPENSES	716	SOUTH BAY FORD INC
612202	08/27/2026	$45,843.23	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
612203	08/27/2026	$4,658.11	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
612204	08/27/2026	$4,993.45	CONTRACT SERVICES	3762	SUPERIOR PROTECTION SERVICES CA INC
612205	08/27/2026	$215.00	CONTRACT SERVICES	526	T-MOBILE USA INC

City of Montebello
Register of Demands No. 1616
From Payment Date 08/14/26 - To Payment Date 08/27/26

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION		VENDOR NAME
612206	08/27/2026	$210.30	TRAVEL & MEETINGS	4281	GEORGINA TAMAYO
612207	08/27/2026	$24,524.70	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
612208	08/27/2026	$92,530.07	FUEL INVENTORY	4844	THE JANKOVICH COMPANY LLC
612209	08/27/2026	$40.00	CARPOOL INCENTIVE	4781	TAM TIEU
612210	08/27/2026	$250.00	GENERAL GOVERNMENT	5563	MA TORRES
612211	08/27/2026	$42,012.20	CONTRACT SERVICES	1639	TRANSTECH ENGINEERS INC
612212	08/27/2026	$250.00	GENERAL GOVERNMENT	5565	MONICA UNTALAN
612213	08/27/2026	$80.00	GENERAL GOVERNMENT	5572	IVAN VARGAS
612214	08/27/2026	$900.00	CONTRACT SERVICES	5406	LUIS VASQUEZ
612215	08/27/2026	$58.54	CONTRACT SERVICES	4593	VESTIS GROUP INC
612216	08/27/2026	$7,757.11	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
612217	08/27/2026	$20,886.50	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
612218	08/27/2026	$7,418.62	ADVERTISING/PRINTING SERVICES	5532	WEST LA 3D PRINTING
612219	08/27/2026	$1,911.27	VEHICLE MAINTENANCE/EXPENSES	5479	WESTERN STATES CONVERTERS & TRANSMISSIONS, INC.
612220	08/27/2026	$40.00	CARPOOL INCENTIVE	5570	BENJAMIN ZARAGOZA
612221	08/27/2026	$40.00	CARPOOL INCENTIVE	2332	HUMBERTO ZARAGOZA
612222	08/27/2026	$78,401.46	SUPPLIES	6390	ZOLL MEDICAL CORPORATION GPO
	CHECK TOTAL	**$1,107,715.94**			
1552	08/20/2026	$2,594.00	CONTRACT SERVICES	15180	SCS ENGINEERS, AR DEPT
	SUCCESSOR TOTAL	**$2,594.00**			
	GRAND TOTAL	**$2,045,081.62**			

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 - September

September 23, 2026 - Regular City Council Meeting

Item #	Description	Session	Department	Presenter
	Citizen of the Month -	Presentation	Public Affairs	David S.
	Minutes	Consent.	Admin	Kimberly G.
	Reso No. ___ Warrant Register	Consent.	Finance	Michael S.